

WARRANTIES

Consumer Guarantees

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

Additional Warranties

Some products and services you purchase from us may come with the additional warranties. These are in addition to the other rights and remedies available to you under the Australian Consumer Law Act.

These additional warranties are offered by Schots Home Emporium in consideration to the character, design and qualities of the products. For example, if the products are of a reclaimed, rustic or manufactured from natural materials, then surface details may vary from photographs and display models. Where natural materials are used in the manufacturing process or are hand crafted, slight variations will occur from product to product. These variations are a result of the nature of the products are not deemed defects or faults under this warranty.

Any additional warranties do not apply to:

- Defects or damage resulting from neglect, mistreatment, mishandling or misuse, including (but not limited to) a lack of correct and proper maintenance, exposure to water, direct sunlight, salt air, chemicals, accidents, any use for which the product was not designed, nor does it cover fair wear-and-tear
- The fabric or leather coverings of products or furniture
- Any failure by customers to follow the Schots Home Emporium Care Instructions or manufacturer's instructions or specifications
- If a product is relocated from its original delivery location by carriers not approved by Schots Home Emporium or the relocation caused damage due to improper handling and shipping
- Any product which has been damaged caused by more than 'normal wear and tear;' or spills such as acid, solvents, dyes, or other corrosive materials, ink, paint or body fluids; moisture of any kind, improper cleaning techniques or placing products outdoors, in close proximity to heat or in direct sunlight);
- Any work or installation carried out on the product by a contractor, installer or third party not approved in writing by Schots Home Emporium.

Resolutions & Solutions

Schots Home Emporium cannot give an exact timeframe by which a product will be repaired (if the product is repairable) but will do so (if the product is repairable) within a reasonable time.

Remedies

Where such statutory stipulations apply to the degree which Schots Home Emporium is entitled to do so, its accountability shall be limited at its choice to:

The replacement of the Products or supply of comparable Products; or

The payment of the cost of replacing the Products or acquiring comparable Products; or

The payment of the cost of having the Products repaired; or

The repair of the Products.

Where such statutory stipulations apply and to the extent to which Schots Home Emporium is entitled to do so, its accountability shall be limited at its choice in the case of the supply of services, to supply of the services again, or, payment of the cost of having the services supplied again, or, refund of the price of the service

To Make a Claim Under Any Of The Above Warranties

Should a fault or flaw appear in the product within the warranty period in stop using the product immediately. To make a claim under this warranty you must, before the warranty expires: Call Schots Home Emporium and provide the receipt or proof of purchase, details of what you consider the defect to be and the circumstances in which the defect appeared and all other relevant communications in respect of the Warranty claim or product. You may be required to send photos of the product and the issue to Schots Home Emporium

Be aware that the reasonable expenses you incur in claiming under a Warranty will be borne by Schots Home Emporium. You can claim these expenses providing you raise them at the first occasion when you make a claim and by subsequently forwarding to Schots Home Emporium all invoices reflecting such expenses within seven (7) days.

We will then inspect and determine whether the product is defective and if, acting reasonably, we agree the product is defective and the warranty is valid, we will provide the remedies as detailed above.

How To Make A Claim

We strive to ensure that our products meet or exceed your expectations on delivery. However, occasionally products may not arrive in the condition that we intended them. If you need to make a claim for a refund, replacement or repair in respect of products supplied by us, please follow the procedures set out below.

If Your Products Were Damaged During Delivery

In the rare event that you receive a product that has been damaged during delivery, please contact us via email: CustomerService@schots.com.au within 24 hours of receiving your delivery and include your sales order number, a report of the problem and clear photographs showing the damage. We will try to solve the issue as soon as possible.

Not limiting any statutory rights you may have we may, as an alternative to offering a replacement product, provide an alternative solution such as:

- Subsidising the cost of having the product repaired locally based on quotations;
- Reimbursement for you to repair the product yourself;
- Giving you the product at a discounted price;
- Sending you spare or lost parts at no charge;
- Offer a partial store credit or refund.

We will organise for the collection and return of any damaged product which we have approved to refund or replace at our cost.

If Your Products Have A Manufacturer's Fault

If the product that you received has a manufacturer's fault or flaw, please contact us via email: CustomerService@schots.com.au within 7 days of discovering the imperfection or fault and

include your sales order number, description of the issues and clear photographs that show the problem. We will try to solve the issue as soon as possible.

Not limiting any statutory rights you may have we may, as an alternative to offering a replacement product, provide an alternative solution such as:

- Subsidising the cost of having the product repaired locally based on quotations;
- Reimbursement for you to repair the product yourself;
- Giving you the product at a discounted price;
- Sending you spare or lost parts at no charge;
- Offer a partial store credit or refund.

Please note that we do not generally consider slight variances in colour, sizes, finish or naturally occurring characteristics to be faults.

If The Incorrect Product Has Been Delivered To You

Please contact us via email: CustomerService@schots.com.au within 24 hours of the delivery of an incorrect product. We will arrange for the collection of the incorrect product and delivery of the correct product. You will not incur any additional costs in this situation. Your replacement product will be delivered to you within the normal delivery time frame for that product. In the event the product ordered is unavailable, we will offer a substitute product, store credit or a full refund.

Faults And Warranty Claims

If a product arrives that you believe is defective it will speed up the claim process if you take photos or video clearly illustrating the problem, and contact us as soon as possible, ideally within 2 business days of your delivery.

We will not be responsible for:

- Immaterial minor imperfections or insignificant blemishes;
- Damage or wear and tear as a consequence of inadequate (or lack of) maintenance and/or care;
- Insignificant minor variations in dimensions, colour, grain or finish;
- Normal wear and tear;
- Damage arising from improper assembly or alteration to the product;
- Damage caused by you or damage arising from abnormal use or abuse;
- Damage to external or product packaging only;
- Damage occurring during your own handling and transportation of the product including any carrier you have booked to deliver your sales order

If You Change Your Mind

We do not generally accept "Change of Mind" returns, refunds or exchange claims.

In the event that you would like to return a product due to a change of mind, it must be discussed with one of our sales team within 48 hours of receiving the products. Any return on this basis is at our complete discretion. If approved, you are to arrange your own freight back to the supplier at your cost and at your risk, or have Schots Home Emporium arrange the collection and return of the products. Delivery fees will be deducted from the refund price including any subsidised delivery in the original order.

All products must be in perfect original condition and wrapped in all their original packaging for a change of mind return. In the event that the product/s is/are damaged during the delivery back to the supplier, a credit will not be provided. We reserve the right to void the refund should the product/s not be in their original condition or packaging.

Returning products for a change of mind may also incur a re-stocking and administration fee which will be discussed with you prior to the return of the products.

We reserve the right to only provide a store credit in exchange for change of mind returned products. That store credit will be valid for 12 months, unless otherwise advised by us at the time we are considering your claim. The credit will include deductions for the actual delivery charge to originally deliver the product/s. This may vary from the charge on your original order as delivery charges are subsidised by us.

Please note we will not consider any "Change of Mind" return request for:

- Special order products;
- Products that are made to order;
- Gift vouchers or cards;
- Products which we reasonably consider were purchased for commercial use or non-domestic use.

Method And Payment Of Refunds

In the event we have agreed to provide a refund to you, this will be provided by electronic funds transfer to your nominated account, back to the account used in the original order or in any other way decided at our discretion. Schots Home Emporium are not liable for any bank delays in depositing into an account or back onto a credit card.

Cancellation Of Order

If you cancel a sales order after we have placed your order with our supplier and/or after despatch from the supplier's warehouse, we will provide a store credit or refund less the costs referred to below.

The amount of a refund or store credit provided due to a cancellation will include deductions for any freight charges charged to us to deliver and return the product to the supplier (which may be more than the delivery charges we subsidised on your original order) plus any restocking and administration fees.

You cannot cancel the following types of orders:

- Special order products;
- Any product that is made to order;
- Any products which you have approved any faults or damage prior to despatch.

Product Description And Information

We rely on information provided to us by our suppliers to describe products on our website. Sometimes it is possible that our website will contain errors and we reserve the right to correct any errors or inaccuracies at any time, whether before or after you have placed an order.

- In some cases the products we sell are handmade or made from natural or organic materials, or from reclaimed materials. In these instances there may be variations between

the product images and the product you receive. This will always be stated on the individual product listing.

- We try to ensure that all colours are displayed accurately on our website, but colours may appear slightly differently on different displays and screens and at different screen settings. The shade of colour from screen to screen is not a fault or error. This will be regarded by us as a change of mind and returning products based on change of mind will be at the expense of the customer.
- To the extent applicable under Australian Consumer Law, we do not warrant that the product descriptions, colours, information or other content available or offered on our website are accurate, complete, reliable, and current or error free.
- In some cases our suppliers are unable to deliver products to us, or the products delivered are not of sufficient quality or workmanship that we would be proud to sell. We reserve the right to withdraw any products from our website at any time and/or remove or edit any materials or content on our website.
- We will not be liable to you or any other third party by reason of our withdrawing any product from our website, whether it has been sold or not, removing or editing any materials or contents on our website.