

The WallBed Company - Terms & Conditions and Warranty

The Purchase of goods and services from "The WallBed Company" are subject to the following Terms and Conditions of Sale. The WallBed Company is bound by the Australian Consumer Law (ACL). The following terms make reference to "you" "your" the "Customer" and to "us" "we" as "The WallBed Company".

1) Website Content

- a) By accessing The WallBed Company website you are agreeing to the Terms and Conditions here on. If you do not agree with the terms and conditions please refrain from using this website and making purchases from this website.
- b) The WallBed Company may from time to time add or remove any content from it's website without notice.
- c) The WallBed Company will endeavour to report up to date information, but in the event, an error has occurred with incorrect information provided by its Suppliers or Manufacturers in relation to product specifications and information, The WallBed Company will not be held responsible. Subject to the time frame in receiving notification there may be a delay in updating the information on the website.
- d) Photographs are for illustration purposes only. Some photographs will feature current and past models.
- e) Melamine sample colours on the website are an indication only.
- f) www.thewallbedcompany.com.au website, Company Logo and Images watermarked with The WallBed Company logo cannot be used in any format by another Company/or Persons without written consent from the Managing Directors/Business Owners of The WallBed Company.
- g) www.thewallbedcompany.com.au might be linked to other third party websites. The WallBed Company does not have any control over the content used within the third party websites and therefore the user is responsible for reading the third parties Terms and Conditions and Privacy Policies.

2) Terms and Condition of Sale

I. Placing an Order.

- a) Confirmation of your order will be sent by email to your nominated email address.
- b) The Customer must check all details of the order including the Delivery/Shipping address. Should any of the details be incorrect, the Customer must notify The WallBed Company immediately to correct the order details and to avoid delays.
- c) All cabinets are produced in Australia and are made to order. A minimum deposit of 50% is required to confirm your order and place it into production with our Supplier (Refer to (III) Terms of Payment)
- d) All Mattresses purchased with a DIY flat pack will incur a delivery fee and must be paid in full.

II. Customisation

Customised cabinetry will be quoted as per the Customers specifications (Refer to (III) Terms of Payment).

III. Terms of Payment

- a) A minimum deposit of 50% is required to confirm your order. Once your funds have been cleared the order will be placed with the Supplier, and you will be given an estimated time to receive your order.
- b) The balance of payment to be paid in full prior to your order being dispatched from the Supplier. Unforeseen additional charges incurred will be invoiced on completion of works for immediate payment (Refer to (IV) Additional Charges).
- c) If The Wallbed Company installs the Customer's bed, the installer must be paid in full upon completion of the installation, unless already paid for.
- d) All mattresses purchased with a DIY flat pack will incur a delivery fee and must be paid in full.
- e) Payments can be made via EFT, direct deposit, cash or Credit Card. Credit Card is subjected to a 1.95% surcharge fee.

IV. Additional Charges

Non-Standard residential metro/country installation charges apply. We reserve the right to charge an extra cost for;

- a) Dwellings that require an installation above ground floor.
- b) Multi storey dwellings that do not have the use of a lift /elevator.
- c) Installation to masonry, steel frame, besser block, sandstone etc. Installation to stud walls is defined as standard installation and is not classified as an additional charge.
- d) Any additional fixings required to facilitate the installation of the wall bed and or associated cabinetry including alterations of existing fitted cabinetry i.e. skirting/wardrobes & additional works such as general carpentry/cabinetry work.
- e) Any removal of furniture that is required to gain access to the area where the wall bed is to be installed.
- f) Disposal of Customer's old mattress.
- g) Any delays in the installation process that is not the fault or cause of The Wallbed Company or its staff.

V. Installation Charges

- a) If the Wallbed Company is conducting the installation, an agreed date will be given for the commencement of your job. All works will be carried out in a timely manner however; no liability will be taken for unforeseen delays that are beyond our control.
- b) Commercial installations will be priced on a job by job basis.

- c) Standard installation is defined as installation to ground floor and to timber stud walls. Additional charges may apply for masonry, steel frame, besser block, sandstone etc.
- d) Non-standard metro installation i.e. Country areas will incur additional charges for travel/accommodation.
- e) Additional works and customised cabinetry will be quoted on a job by job basis and will be charged.
- f) Metro installation price is based on a 50km radius from our Showroom/Office.

VI. Delivery and Lead times

- a) Lead times for delivery can vary depending on the Supplier and how many orders are in the manufacturing process. Lead times may also change due to circumstances beyond our control. Lead times are an indication only of which you should consider if you have a deadline, require the wall bed by a certain date, or are engaging other services that are reliant on the bed being installed first.
- b) DIY Flat Packs - For all Customers who are installing the wall beds themselves, the Customer must take receipt of the goods being delivered. If the goods are being shipped directly from our Supplier the Customer must ensure adequate access for a vehicle or truck to access the property. If it is not viable for the vehicle or truck to access the property, the Customer is responsible for arranging a crane at their own expense. The WallBed Company is not responsible for these costs. Goods are delivered kerb side and are not hand delivered inside the house/property.

Should the delivery be unsuccessful on the day and the delivery has been rejected or turned around for another delivery day, the Customer will be responsible for a 2 way charge.

Delivery information will be emailed advising you to contact the nominated Freight Company to keep track of your item from dispatch to delivery. Once dispatched from our Supplier's Warehouse it is out of our control and will become the responsibility of the Customer to track its delivery progress.

- c) If The WallBed Company is installing the wall bed, delivery dates, times and access points will be discussed and arranged with The WallBed Company staff directly.
- d) Refunds will not be given if the wall bed does not fit into the room, designated space or located area. It is the Customers responsibility to ensure the wall bed will fit into the specified area. Any freight charges relating to this will also not be covered.
- e) All Mattresses purchased with a DIY flat pack order will incur a delivery charge. Mattresses will be delivered separately.
- f) Subject to the Customers Delivery location a delivery fee may be applicable to some non-metro areas.

VII. Parking

- a) The Customer must provide parking onsite to enable The WallBed Company to unload our vehicle in a safe and efficient manner and;
- b) Contact any relevant local authority to provide, or arrange adequate parking facilities, authorisation and or permits for the duration of the work, otherwise the Customer will be liable to pay costs for fees, expiation notices or fines incurred by us during the work period.

VIII. Pricing

- a) All of our prices are in Australian Dollars (AUD) and are inclusive of Gst unless indicated otherwise.
- b) Sample pricing is provided on our website and is available at the showroom or via an email enquiry. This is subject to change from time to time without notice and we will provide you with a written quote based on your personal requirements for a wall bed.

IX. Colour Selection

Colour samples are available from The WallBed Company and can be supplied at the Customers request. Once the Customer has selected the colour and placed an order, a refund cannot be given once the order is in progress. All exchanges will incur additional costs at the Customers expense.

X. Ownership of Goods

Once a deposit has been paid, the goods will be marked as sold and will remain the property of The WallBed Company until the Customer pays for the goods in full.

XI. Title in Risk in Goods

Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case maybe.

XII.Cancellation

In the event of cancellation of a sale, refunds will be in accordance with the guidelines issued by the Office of Consumer Affairs. A minimum of 20% of the invoiced price will be deducted from any refunds to cover administration costs. Customised orders require a non-refundable deposit of 50% of the invoice price.

3) Warranty

Our goods 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 reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. ACL reference: Regulation 90

All benefits provided to the Customer by the Warranty is in addition to any other rights and remedies available to you under the law.

I.Warranty period

- a) Next Bed Mechanism – 7 year manufacture warranty on manufacturer’s defects.
- b) Alpha Steel Frame – limited lifetime warranty on manufacture’s defects.
- c) Legs, leg connector rods, springs and spring mechanism – 7 year manufacturer warranty on manufacturer’s defects.
- d) DIY Hardware Kit – 7 year manufacturer warranty on manufacturer’s defects. .
- e) Pardo – 2 year manufacturer warranty on manufacturer’s defects.
- f) Misuse, abuse or damage by application is not covered on all wall beds and DIY Hardware kits.
- g) Warranty on Sealy Mattresses refer to <http://www.sealy.com.au/customer-support/guarantee-information>

II.Warranty Claims including Damaged Panel Warranty

Damage is defined as chips, marks or imperfections in the cabinetry panels or frame. Cabinetry panels are packed with care to avoid damage in transport. In the event damage has occurred in transporting the goods the customer must lodge a claim for damaged panels or frame replacement within 24 hours of receiving the goods. The customer must adhere to the following process;

- a) Contact The WallBed Company within 24 hours of delivery of goods to site. www.thewallbedcompany.com.au
- b) Provide proof of purchase – Tax Invoice.
- c) Photographic material - Photograph (close up) the damaged area, including the Part# sticker.
- d) Full length photo of the damaged panel or frame including the Part# sticker.
- e) The WallBed Company may in some cases visit the property to assess the damage.
- f) All warranty freight returns must be approved in writing by The WallBed Company before the Customer returns the goods to The WallBed Company. The WallBed Company will make arrangements for all approved Warranty returns. All non-approved warranty returns freighted by the Customer to The WallBed Company will be at the Customers expense.
- g) Once your claim has been lodged, our Supplier will either repair or replace the defective product.
- h) Warranties are not transferable and service is available only to the original purchaser.

III.Warranty to replace damaged Cabinetry and Frames will not be granted if;

- a) The Customer has assembled and installed damaged cabinetry panels and frames.
- b) Incorrect installation or handling/transportation by the Customer.
- c) The Customer damages the cabinetry and frame.
- d) Should the Customer assemble and install damaged cabinetry panels and frame this will be replaced at the cost to the Customer.

IV.General exclusions include;

- a) Discolouration of the laminate/fabric exposed to direct sunlight, extreme heat or similar conditions.
- b) Misuse or abuse, normal wear and tear, dents, surface scratches, chips, marks and accidental breakages.
- c) Timber grain variations, colour variations, wrinkling, markings and scars resulting from the natural features of the product.
- d) Dust, dirt not removed or the use of incorrect chemicals or cleaning products applied to the materials or fabrics of the wall bed.
- e) Damage to the wall bed and the cabinetry by dropping the wall bed door or not using the manual foot to support the wall bed when it is opened.
- f) Transportation costs if not covered by the standard warranty conditions.
- g) Using the wall bed incorrectly resulting in damage to the wall bed or person.

V.At the discretion of our Supplier the following items may be replaced under warranty;

- a) If the damage is minor and not visible by the opposing panel covering the damage.
- b) If the damage is minor on the non-visible or seen side of the cabinetry i.e. the side that the cam locks are placed into to connect the cabinetry parts, any panel that faces a wall or ceiling.

- c) Minor damage or imperfections in the face/base panels. Example; one side of the face/base panel on an Alpha Bed has an imperfection or minor damage that will not be seen once the steel frame has been attached and the mattress placed onto the bed. As these face/base panels are universal to which side the frame is attached to when assembling the bed.

VI. Safety Precautions

- a) Wall beds must be operated by Adults and not by children to avoid risk of injury to themselves or damage to the wall bed. The wall bed must be opened/closed in a controlled manner by using both hands fully supporting the door/frame. The wall bed must not be allowed to drop freely or unsupported to the floor. Supervision is required at all times. Warranties do not cover injuries or damage.
- b) **DO NOT ALLOW CHILDREN/PERSONS TO JUMP/BOUNCE ON OR OPEN/CLOSE THE WALL BED WITH A PERSON ON OR IN IT.**
- c) The Customer needs to inform all users on the correct way to operate the wall bed.

VII. Care & Maintenance

On a periodical basis you will need to check the wall bed for the following;

- a) Cabinet doors are aligned and adjusted as necessary.
- b) The cabinet and or frame is still securely fitted to the wall i.e. 'L' brackets attached to cabinet and wall.
- c) Moveable parts i.e. manual foot is secured and tightened as necessary.
- d) Refer to installation instructions for guidance.

VIII. This Warranty is given by;

The WallBed Company ABN 59 290 810 772

Address: U 10 / 543 Churchill Road, Kilburn, SA 5084

Ph: 0411 646051 / 0411 646050

Email info@thewallbedcompany.com.au and Web: www.thewallbedcompany.com.au