

# MAJESTIC

## STANDARD AUSTRALIAN 12 MONTH WARRANTY

### 1. DEFINITIONS

In this warranty:

"goods" means the products and/or services the subject of a contract between you and us;

"warranty" means the warranty against defects set out in clause 2(a), subject to the terms set out in clause 2(c), (d), (e) and (f);

"we/us" means Majestic International Corporation Pty Ltd 10/28 Expo Court, Ashmore, Queensland, Phone (07) 3102 3575; and

"you" means the entity purchasing the goods.

### 2. GOODS WARRANTY

- (a) We warrant that all goods manufactured by us (or bearing the Majestic trade mark) and sold to you by us will be free from defects caused by faulty workmanship or faulty materials for a period of twelve (12) months from the date of purchase by you.
- (b) This warranty is in addition to other rights and remedies you may have under a law in relation to the goods.
- (c) This warranty does not apply in any of the following cases:
  - (i) defect arising from materials supplied by you or from a design requested by you;
  - (ii) defects or damage arising in transit;
  - (iii) defects arising from:
    - (1) fair wear and tear;
    - (2) corrosive atmosphere;
    - (3) damage or injury caused by lack of care or insufficient maintenance;
    - (4) improper use of the goods; or
    - (5) alterations or repairs (not made by us) to the goods;
  - (iv) if the factory applied serial number has been altered or removed from the goods or the goods have been opened or disassembled without our prior written permission;
  - (v) defects arising from connection to or use with defective or incompatible accessories;
  - (vi) if the goods have been misused or incorrectly installed or have not been operated in accordance with our instructions or the specifications provided with the goods; or
  - (vii) defects arising from an event outside of our control such as liquid spillage, use of incorrect voltage, power surges, fire, flood, earthquake or other natural calamity, motor vehicle or other accident, strike, civil unrest, terrorism or war.
- (d) If this warranty applies and you have complied with the procedure for making a claim in clause 2(e), we will, at our election, either repair or replace the goods (or those parts of the goods recognised as defective) within a reasonable time at our expense, inclusive of parts and our labour. Repairing or replacing the goods does not restart the warranty period.
- (e) If this warranty applies, the procedure for making a claim is:
  - (i) you must either contact your seller or contact us by email sent to [returns@majestic-global.com](mailto:returns@majestic-global.com);
  - (ii) you must include in the email the following information:
    - (1) a copy of the order or receipt for the goods; and
    - (2) a detailed description of the fault and how and when it arose; and
  - (iii) if the fault is a type covered by this warranty, we will then make arrangements with you for you to return the goods to us (for repair or replacement) at your cost. Following repair or replacement, we will return the goods to you at our cost.
- (f) Our liability (and that of our resellers) under this warranty is wholly limited to repair or replacement of the goods (or those parts of the goods recognised as defective) in accordance with the procedure in clause 2(d) and (e) and you have no right to other compensation, costs or damages under this warranty, but you may have these rights under the Australian Consumer Law, or another law.
- (g) If following our inspection of goods returned by you under this warranty it is found that this warranty does not apply, you must, if requested by us, reimburse our costs including parts, labour and freight.

### 3. STATUTORY NOTICE

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 for compensation for any other reasonably 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.

### 4. LIMITATION

The guarantees referred to in clause 3 only apply if the supply of the goods by us to you is a supply of goods or services to a consumer as defined in the Australian Consumer Law.