

# OUTDOOR CARE COLLECTION

**INCLUDING 5 YEAR PRODUCT WARRANTY** 

- Be sure to carefully read through your Product Warranty
- Promptly report any claim to Guardsman®
- Keep this booklet with your important papers



Guardsman Outdoor Care Collection Including 5 Year Product Warranty ("Guardsman Product Warranty") Supplied by Guardsman Australia Pty Ltd ABN 34 079 889 900

## **GUARDSMAN OUTDOOR CARE COLLECTION**

INCLUDING 5 YEAR PRODUCT WARRANTY



## CONGRATULATIONS ON CHOOSING THE GUARDSMAN OUTDOOR CARE COLLECTION INCLUDING 5 YEAR PRODUCT WARRANTY

This booklet sets out useful information and tips for the care and maintenance of your new furniture. Please ensure that you read this booklet at your earliest convenience. The Guardsman Outdoor Care Collection, including this 5 Year Product Warranty will help you protect and maintain the new furniture that you have purchased from your furniture retailer. With the right care, using the Guardsman Outdoor Care Collection, your new furniture should give you and your family years of enjoyable use.

#### THE GUARDSMAN OUTDOOR CARE COLLECTION INCLUDES:

- 1x Weather Defence Fabric Protector
- 1x Weather Defence Wood Protector
- 1x Weather Defence Metal Protector
- 1 x Application Cloth
- 1 x Guardsman 5 Year Product Warranty Booklet

# BENEFIT STATEMENTS AND GUARDSMAN OUTDOOR CARE COLLECTION PRODUCT WARRANTY TERMS AND CONDITIONS.

WHEN YOU PURCHASE THE GUARDSMAN OUTDOOR CARE COLLECTION AT THE SAME TIME AND PLACE AS YOU PURCHASE NEW FURNITURE YOU WILL RECEIVE CERTAIN BENEFITS UNDER THE ASSOCIATED PRODUCT WARRANTY FOR THAT NEW FURNITURE.

This Guardsman Outdoor Care Collection 5 Year Product Warranty is only available:

- A when you purchase your new furniture from your furniture retailer;
- B in respect of the new furniture that you have purchased at the same time and place as the Outdoor Care Collection;
- C in respect of furniture that is used within the home environment for private and domestic purposes in Australia and New Zealand (this warranty does not apply to commercial purposes such as hotels, rental properties, boarding houses etc);
- D if the new furniture is delivered to you in a clean (soil free) and undamaged state;

- E if you apply the appropriate Guardsman product to your new furniture as per directions on the label and in accordance with the instructions for use set out in or on the product packaging immediately after you receive it and prior to the use of the furniture:
- F if the furniture is cared for (and any stain or damage promptly attended to) during the 5 year warranty period in accordance with the care and maintenance instructions set out by your furniture manufacturer as outlined in their manufacturer's warranty document; and
- G if you notify Guardsman Customer Service of a claim under this warranty within five business days of the stain or damage occurring. If Guardsman is not notified within 5 days then Guardsman's obligation under the Guardsman Product Warranty is limited, at our discretion, to 1 attempt to clean that particular stain by a furniture technician.

ADDITIONAL PRODUCT WARRANTY Terms FOR EACH PRODUCT are listed in 3 parts BELOW.

PART A for the FABRIC Section of your New Outdoor Furniture
PART B for the WOOD Section of your New Outdoor Furniture
PART C for the METAL Section of your New Outdoor Furniture

# PART A - COVERAGE FOR FABRIC SECTIONS OF YOUR NEW OUTDOOR FURNITURE ONLY

- Subject to the terms and conditions outlined in this booklet, the Weather Defence Fabric Protector care product included in the Guardsman Outdoor Care Collection will help protect the Fabric\*, plastic, resin and vinyl sections of your new furniture against:
  - ALL ACCIDENTAL STAINS
  - MOULD, MILDEW AND FUNGI
  - HUMAN BODILY FLUID
  - ACCIDENTAL DAMAGE INCLUDING RIPS, TEARS, CUTS AND BURNS
  - \* 'Fabric' refers to all natural and synthetic fabric textiles designed specifically for outdoor use, as well as plastic, resin and vinyl.
- 2 If within 5 years after application of the Weather Defence Fabric Protector care product to the covering fabric upholstery on your new furniture, the treated fabric is:
  - a) stained and the stain cannot be removed by you using the cleaning methods outlined in the furniture manufacturer's product information, Guardsman will arrange for a furniture repair technician to clean the

- affected area at no charge to you; or
- accidentally damaged, Guardsman will arrange for a furniture technician to repair the accidental damage at no charge to you.
  - You must be able to identify the cause of the stain so that the
    technician can use the correct method of cleaning to ensure the
    best results. If you cannot identify the cause of the stain, Guardsman
    cannot guarantee removal of the stain. Where the cause of the stain
    cannot be identified, Guardsman's obligation under the Guardsman
    Product Warranty is limited to 1 attempt by a furniture repair
    technician to clean that particular stain.
  - A stain is like cement, the longer you leave it the harder it sets and the harder it is to remove. If Guardsman is not notified within 5 days then Guardsman's obligation under the Guardsman Product Warranty is limited, at our discretion, to 1 attempt to clean that particular stain by a furniture technician.
- If the furniture technician is unable to clean or repair (as set out in paragraph 2 above) the affected area then Guardsman will arrange for the affected area to be replaced in the original covering fabric upholstery\* at no cost to you.

\*If the original covering fabric upholstery:

- is no longer available then you may elect to have the affected area recovered with a covering fabric upholstery of your choice to the same value as the original covering fabric upholstery. If this is not acceptable to you then you can elect for a full refund from Guardsman of the purchase price paid by you for the Guardsman Outdoor Care Collection and the Guardsman Product Warranty will cease.
- is available, Guardsman cannot guarantee the exact colour match due to dye lot variations and upholstery fading. In these circumstances Guardsman's obligation is to provide the closest possible colour match available at the time. If this is not acceptable to you then you can elect for a full refund from Guardsman of the purchase price paid by you for the Guardsman Outdoor Care Collection and the Guardsman Product Warranty will cease.

When a stained or damaged part is replaced, this replaced area will be covered for the remaining warranty period.

4 In all cases Guardsman's maximum liability to you under the Guardsman Product Warranty will be limited to an amount equal to the actual purchase price of your new furniture from your retailer or Guardsman's purchase price, whichever is the lesser, at which point Guardsman's obligation under this Guardsman Product Warranty is deemed to be complete and satisfied. If a total replacement of Your New Furniture is undertaken by Guardsman,

(at our sole discretion), for whatever reason, the replaced furniture becomes the property of Guardsman and your replacement new furniture will not be covered under this Guardsman Product Warranty. In those circumstances this Guardsman Product Warranty will cease.

## PART B - COVERAGE FOR WOOD SECTION OF YOUR NEW OUTDOOR FURNITURE ONLY.

- Subject to the terms and conditions outlined in this booklet, the Weather Defence Wood Protector care product included in the Guardsman Outdoor Care Collection will help protect the Wood\* sections of your new furniture against:
  - ALL ACCIDENTAL STAINS
  - HUMAN BODILY FLUID
  - ACCIDENTAL DAMAGE INCLUDING DEEP SCRATCHES\*, GOUGES\*, CHIPS
  - \*'Wood' refers to all finished and raw woods, including teak, cedar, rattan and wicker.
  - \*'DEEP SCRATCHES' refers to: a rub or scrape that cuts through the furniture surface exposing the base timber.
  - \*'GOUGE' refers to: an impact to the furniture surface that results in a hole or dent to the furniture that exposes the base timber.

PLEASE NOTE: LIGHT SURFACE MARKS CAUSED BY NORMAL WEAR AND TEAR FROM EVERYDAY USE ARE NOT COVERED BY THIS PRODUCT WARRANTY.

- 2 If within 5 years after application of the Weather Defence Wood Protector care product to the wood section on your new furniture, the treated wood furniture is:
  - a) stained and the stain cannot be removed by you using the cleaning methods outlined in the furniture manufacturer's product information, Guardsman will arrange for a furniture repair technician to clean the affected area at no charge to you; or
  - accidentally damaged, Guardsman will arrange for a furniture technician to repair the accidental damage at no charge to you.
    - You must be able to identify the cause of the stain so that the
      technician can use the correct method of cleaning to ensure the
      best results. If you cannot identify the cause of the stain, Guardsman
      cannot guarantee removal of the stain. Where the cause of the stain
      cannot be identified, Guardsman's obligation under the Guardsman

- Product Warranty is limited to 1 attempt by a furniture repair technician to clean that particular stain.
- A stain is like cement, the longer you leave it the harder it sets and the harder it is to remove. If Guardsman is not notified within 5 days then Guardsman's obligation under the Guardsman Product Warranty is limited, at our discretion, to 1 attempt to clean that particular stain by a furniture technician.
- If the furniture technician is unable to clean or repair (as set out in paragraph 2 above) the affected area then Guardsman will arrange for the affected area to be replaced at no cost to you.
  - Guardsman cannot guarantee an exact colour match due to variations in wood grains and shades etc. In these circumstances Guardsman's obligation is to provide the closest possible colour match available at the time. If this is not acceptable to you then you can elect for a full refund from Guardsman of the purchase price paid by you for the Guardsman Outdoor Care Collection and the Guardsman Product Warranty will cease.
  - When a stained or damaged part is replaced, this replacement piece will still remain covered for the remaining warranty period under the original terms and conditions.
- In all cases Guardsman's maximum liability to you under the Guardsman Product Warranty will be limited to an amount equal to the actual purchase price of your new furniture from your retailer or Guardsman's purchase price, whichever is the lesser, at which point Guardsman's obligation under this Guardsman Product Warranty is deemed to be complete and satisfied. If a total replacement of Your New Furniture is undertaken by Guardsman, (at our sole discretion), for whatever reason, the replaced furniture becomes the property of Guardsman and your replacement new furniture will not be covered under this Guardsman Product Warranty. In those circumstances this Guardsman Product Warranty will cease.

# PART C - COVERAGE FOR METAL SECTION OF YOUR NEW OUTDOOR FURNITURE ONLY.

- Subject to the terms and conditions outlined in this booklet, the Weather Defence Metal Protector care product included in the Guardsman Outdoor Care Collection will help protect the Metal\* sections of your new furniture against:
  - ACCIDENTAL STAINS
  - And the effects of:

#### RUST AND CORROSION

\*'Metal' refers to wrought iron, aluminium and other common metals.

- 2 If within 5 years after application of the Weather Defence Metal Protector care product to the metal section on your new furniture, the treated metal furniture is:
  - stained and the stain cannot be removed by you using the cleaning methods outlined in the furniture manufacturer's product information, Guardsman will arrange for a furniture repair technician to clean the affected area at no charge to you; or
  - b) affected by rust or corrosion, Guardsman will arrange for a furniture technician to repair the affected area at no charge to you.
    - You must be able to identify the cause of the stain so that the
      technician can use the correct method of cleaning to ensure the
      best results. If you cannot identify the cause of the stain, Guardsman
      cannot guarantee removal of the stain. Where the cause of the stain
      cannot be identified, Guardsman's obligation under the Guardsman
      Product Warranty is limited to 1 attempt by a furniture repair
      technician to clean that particular stain.
    - A stain is like cement, the longer you leave it the harder it sets and the harder it is to remove. If Guardsman is not notified within 5 days then Guardsman's obligation under the Guardsman Product Warranty is limited, at our discretion, to 1 attempt to clean that particular stain by a furniture technician.
- 3 If the furniture technician is unable to clean or repair (as set out in paragraph 2 above) the affected area then Guardsman will arrange for the affected area to be replaced at no cost to you.
  - Guardsman cannot guarantee an exact colour match. In these
    circumstances Guardsman's obligation is to provide the closest
    possible colour match available at the time. If this is not acceptable
    to you then you can elect for a full refund from Guardsman of
    the purchase price paid by you for the Guardsman Outdoor Care
    Collection and the Guardsman Product Warranty will cease.
  - When a stained or damaged part is replaced, this replacement piece will still remain covered for the remaining warranty period under the original terms and conditions.
- 4 In all cases Guardsman's maximum liability to you under the Guardsman Product Warranty will be limited to an amount equal to the actual purchase price of your new furniture from your retailer or Guardsman's purchase

price, whichever is the lesser, at which point Guardsman's obligation under this Guardsman Product Warranty is deemed to be complete and satisfied. If a total replacement of Your New Furniture is undertaken by Guardsman, (at our sole discretion), for whatever reason, the replaced furniture becomes the property of Guardsman and your replacement new furniture will not be covered under this Guardsman Product Warranty. In those circumstances this Guardsman Product Warranty will cease.

#### WARRANTY EXCLUSIONS

The Guardsman warranty does not cover damage to the fabric or the wood or the metal sections of your new furniture which is:

- 1 caused by, or arising from, an inherent defect in the outdoor furniture or the manufacturing process (including stitching);
- 2 caused to the outdoor furniture prior to or on delivery or during shipment of the furniture:
- 3 caused by normal wear and tear, including soiling, fading or colour loss caused by accumulated perspiration, body or hair oils or non-colourfast covering upholstery to any part of the new furniture; or resulting in an odour being impregnated in, or emanating from, the upholstered part of the furniture;
- 4 in respect of which a claim may be made against an insurance company or against the manufacturer and/or supplier of the furniture;
- 5 caused by mishandling, abuse, neglect, or a malicious or deliberate act, whether by human or other agent or by sunlight (including fading), storm and tempest, lightning, fire, flooding, explosion, earthquake, aircraft or other vehicle impact, or by unusual use of the furniture;
- 6 resulting from a failure to pre-test the Weather Defence Products on the new furniture as outlined on product packaging;
- 7 from dye transfer from furniture accessories and rugs; and
- 8 a result of any animal damage.

COVERAGE UNDER THE WARRANTY DOES NOT EXTEND TO ANY LOSS OR DAMAGE TO A PERSON OR PROPERTY, DIRECT, CONSEQUENTIAL OR INCIDENTAL. ARISING FROM USE OF OR INABILITY TO USE THE ITEM.

This Warranty is not a cleaning contract and does not apply to the cleaning of furniture that is soiled through everyday use. The addition of any other application without prior approval of Guardsman will mean that this Warranty

will not apply. Should your furniture require cleaning during the period of this Guardsman Product Warranty, please contact Guardsman for an authorised cleaner in your area.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a 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.

This warranty does not change or take away your rights under the Australian Consumer Law. Your right to claim under this warranty for the benefits covered is in addition to other rights and remedies you have under the law in relation to the Guardsman Outdoor Care Collection. However, you can choose to make a claim under this warranty even if you have rights under the law.

This Warranty does not cover any defects which are subject to a manufacturer's recall or which are covered under a manufacturer's program of reimbursement. This is not a guarantee or promise relating to the nature of the material, workmanship or performance of the furniture.

#### PRIVACY POLICY

Guardsman Australia Pty Ltd and its affiliates (Guardsman, us, we) respect your right to privacy. This policy summarises what personally identifiable information we collect, and how we use and disclose this information. This policy also describes other important topics relating to your privacy.

#### INFORMATION COLLECTION

Guardsman will collect personally identifiable information (such as name, title, company name, address, telephone number, or e-mail address) that you provide through our web site, e-mail correspondence, by registering a warranty or by requesting information from us or when you otherwise contact us in person. We will also collect general information (such as the type of browser you use, the files you request, and the domain name and country from which you request information) to improve our website and better meet your needs.

If you enter into a transaction (such as a purchase) at this website, you will be required to provide information that is needed to complete the transaction, including your name, shipping address, product selection(s), and your payment information. We do not keep any credit or other payment information longer than is necessary in order to comply with legal, tax, and auditing requirements. Other

information you provide may be added to our company database(s).

We may passively collect information that is automatically sent to us by your web browser or your internet service provider. This information typically includes your domain name, your user name, and your numerical IP address. The amount of information sent by your web browser depends on its settings. Please refer to your browser if you want to learn what information it sends. We use this type of information to see which web pages you visit at our website, which website you visited before coming to our website, and where you go after you leave our website. We can then develop statistics that help us understand how our visitors use our website and how we can improve it.

We may actively obtain information about you by installing a marker on your computer commonly called a "cookie." Cookies enable us to know you by a computer-generated, unique identifier. By providing you with a unique cookie, we are able to create a database of your previous choices and preferences, and in situations where these choices or preferences need to be collected again; they can be supplied by us automatically, saving you time and effort. For example, after you purchase a product once, if you need to purchase it again, your previous selections for colour or other features will have been retained, and can be re-entered more quickly. Your computer may be specially configured to reject cookies; please refer to your browser for more information. Many Guardsman websites will allow you to visit without accepting cookies, but some features of our websites may not work properly if you choose to reject cookies.

Some of our sites may use third-party advertising technology to serve ads when you visit our website and sites upon which we advertise. This technology uses information about your visits to this website and the sites upon which we advertise, to serve our ads to you. In the course of serving our advertisements to you, a unique third-party cookie may be placed or recognised on your browser. In addition, these sites may use web beacons, provided by our third-party ad server, to help manage and optimise our online advertising. These web beacons enable our ad server, on our behalf or on behalf of our agent, to recognise a browser's cookie when a browser visits this site, and to learn which banner ads bring users to our website. Our third-party ad server is performing its functions on our behalf or on behalf of our agent, and we may, directly or indirectly, instruct such ad server to enable other service providers to receive information about our site related to our online advertising. To learn more about our third-party ad-serving partner, cookies, and how to "opt-out" please visit: guardsmanaustralia.com.

#### USE OF INFORMATION

The information will be used by Guardsman, eg, to respond to your inquiries, process your orders, supply you with requested information on Guardsman products and services or track orders you place with Guardsman. In addition, authorised third parties may be utilised by Guardsman to collect, track and process such information. If you would like to access your personal information and have it either removed or modified if it is incorrect, please contact us at privacy@guardsmanaustralia.com. We will use reasonable efforts to comply with your request.

You do not have to provide us with your personal information but, if you do not provide us with the information we require, we may not be able to provide you with the products and services that you request.

Guardsman may use any of the information gathered at this website (other than credit information) for any legal purpose. We may analyse personal information for historical, statistical or scientific purposes, or we may store the personal information for your convenience should you return to this website in the future. We may also use your personal information to investigate security breaches or cooperate with government authorities pursuant to a legal matter. Personal information collected online may also be combined with information you have provided to Guardsman through other sources such as product registrations, call centres, or publicly such as at trade shows or seminars.

In addition, we may have collected similar information from you in the past, before our Privacy Policy took effect. By using this website you agree to the terms of this privacy policy. By agreeing to the terms of this privacy policy you are consenting to our continued use of previously collected information under the terms of this privacy policy.

#### DISCLOSURE OF INFORMATION

We take reasonable steps to protect your personal information from misuse, interference, loss and unauthorised access, modification or disclosure. It may be necessary, if required by law or if pertinent to judicial or governmental investigations, to release your personally identifiable information.

We may share your information with third parties including contractors, dealers, distributors and retailers (Service Providers). An example of a Service Provider is a data processing contractor that operates computer systems on our behalf. If you provide Guardsman with your information, you consent to the terms of this Privacy Policy and to the transfer and storage of that information by our Service Providers located in Australia as well as in the US and the UK. In respect of your consent to the disclosure of your personal information by us to persons who are not in Australia, the US and UK, you acknowledge and understand that we will not take reasonable steps to ensure that the Overseas Recipients do not breach the Australian Privacy Principles in relation to that information and we will not be

liable to you for any breaches of those principles by an Overseas Recipient.

#### CHILDREN AND PARENTS

Guardsman does not intend to collect personally identifiable information from children without permission of the child's parent or legal guardian. Children should submit personally identifiable information to Guardsman only with the explicit permission of their parent or legal guardian. Where appropriate, Guardsman will instruct children not to submit personal information. If your child has submitted personal information and you would like to request that such information be removed, you may do so as indicated above, and Guardsman will use reasonable efforts to comply with your request.

#### COMPLAINTS

If you wish to make a complaint about a breach of the Australian Privacy Principles, you can contact us via the contact details below. We will promptly investigate your complaint and contact you in writing to notify you of the steps we will take to attempt to resolve your complaint.

#### CONTACT DETAILS

Telephone: 1800 249 252

Email: info@guardsmanaustralia.com

Post: 13 Columbia Way, Norwest Business Park

Baulkham Hills NSW 2153

#### OTHER IMPORTANT INFORMATION

The Guardsman website may contain links to other sites. We do not endorse or otherwise accept responsibility for the content or privacy policies of those sites.

Guardsman is a global company with websites and computer facilities located in many countries. People from almost anywhere in the world can access our websites. We comply with the law of the country where our websites are located or directed.

Guardsman reserves the right to modify this privacy policy at any time. We will promptly reflect any such modifications in these web pages.

#### WARRANTY CLAIM PROCEDURE

IN ORDER TO MAKE A CLAIM UNDER THIS WARRANTY, PLEASE CONTACT CUSTOMER SERVICE BY CALLING THE NUMBERS SET OUT BELOW. AS NOTED ABOVE, YOU MUST MAKE A CLAIM UNDER THIS WARRANTY WITHIN FIVE BUSINESS DAYS OF THE STAIN OR DAMAGE OCCURRING TO THE FABRIC UPHOLSTERY OF THE FURNITURE.

The Guardsman Customer Service agent will need certain information to assist with your enquiry or process your claim, so you must have the following at hand when you make the call:

- purchase details and a description of the furniture
- proof of purchase of the Guardsman Outdoor Care Collection from your furniture retailer
- the Guardsman 5 Year Product Warranty number on the front cover of your booklet
- · specific details of the stain or damage and how it occurred
- · your name, address and contact telephone number

ANY EXPENSES INCURRED IN THE MAKING OF A CLAIM UNDER THIS WARRANTY WILL BE BORNE BY YOU.

#### **GUARDSMAN DETAILS**

Guardsman Australia 13 Columbia Way Norwest Business Park Baulkham Hills NSW 2153

#### **TELEPHONE**

Australia toll free 1800 249 252 New Zealand toll free 0800 442 343

Monday - Friday, 8.30am - 5.00pm AEST

#### OR ONLINE

Web www.guardsmanaustralia.com Email info@guardsmanaustralia.com





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