

Structural Warranty

24 Months

AN HONEST VIEW OF CONCRETE

Nood Co Concrete basins are comprised of a natural material. Each piece has a visual patina, colour variation, pinholing (surface holes) and surface variation. These characteristics have no bearing on the structural integrity of the concrete piece. Nood Co Concrete colours, feel, and aesthetic can look different in photos and it is suggested to purchase sample pieces prior to manufacture to ensure you are comfortable with your product.

Each piece is unique and beautiful, and will gain character over time.

DEFINITION OF 24 MONTH STRUCTURAL WARRANTY

Nood warrant for the period of 24 months, from the date the product is released by Nood Co Concrete from the Nood Co Concrete Manufacture Warehouse or storage facility, the structural integrity of the concrete basin to not crack, hair line crack, disintegrate, for reasons of defects in materials or workmanship, and in accordance with Australian Consumer Law (ACL) Subject always to any overriding obligation pursuant to the ACL, the warranty shall be void for the following reasons:

- a) Goods that have not been maintained in accordance with instructions or that have been accidentally damaged;
- b) Defects attributable in any way to installation, modification, cleaning, or repair made by any party other than Nood Co Concrete Furniture; or
- c) Mishandling, accident, fire, lightning, other hazards whether natural or man-made, or shipment.
- d) Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical exposure and damage from improper care and maintenance.
- e) Chips or other excessive impact damage in the product.
- f) Scratches. Nood Co concrete and sealers are scratch tolerant but not scratch proof. In the case of sinks and basins, scratches caused by natural use are no warranted as concrete is a natural material and will gain character with use.
- g) Water damage to sinks or any concrete surfaces due to scratching and natural wear and tear.
- h) Thermal Shock. Thermal shock can occur when a hot item, eg. pan or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
- i) Damage caused by excessive pressure eg. sitting, standing or applying force to a Nood Co product that would be considered outside normal use.
- j) The Nood Co Deep Seal System coating being comprised by scratching, heat, abrasive surfaces, chemicals, accidental chipping, dropping, accidents beyond control, exposure to weather, improper installation, contact with incompatible substances, commercial public use, it becomes void of warranty immediately.
- k) Filled with water and left for a period of more than 8 hours.

ACL — AUSTRALIAN CONSUMER LAW (ACL)

Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods or services to you by us via the Site which cannot be excluded, restricted or modified. Our liability is governed solely by the ACL and these Terms. The Buyer acknowledges and agrees that the Buyer purchases the goods for its inventory to be sold to the retail market and it is not a Consumer as defined in the ACL.

REPAIR, REPLACEMENT, REFUND, OR EXCHANGE PROCESS

Nood Co Concrete basins are comprised of a natural material. Each piece has a visual patina, colour variation, pin-holing (surface holes) and surface variation. These characteristics have no bearing on the structural integrity of the concrete piece. Nood Co Concrete colours, feel, and aesthetic can look different in photos and it is suggested to purchase sample pieces prior to manufacture to ensure you are comfortable with your product.

- First carefully assess the Nood Co 24 month Structural Warranty to see if your claim is eligible. Nood Co Concrete is a natural material with patina, colour variation, pinholes, and surface variation.
- Each piece is unique and for this reason Nood does not offer exchanges, replacement or refund for change of heart, or if a client has a personal aversion to the colour, amount of pinholes, level of patina, or surface variation to the delivered Nood product. Nood Co Concrete pieces are comprised of a natural material. Each piece has a visual patina, colour variation, pin-holing (surface holes) and surface variation. These characteristics have no bearing on the structural integrity of the concrete piece. Nood Co Concrete colours, feel, and aesthetic can look different in photos and it is suggested to purchase sample pieces prior to manufacture to ensure you are comfortable with your product.
- Complete the online form at noodco.com/warranty-claim.
- Purchaser discovers the claimed defect within the 24 Month Warranty Period.
- The purchaser of the goods has paid in full.
- Nood Co Concrete Furniture™ or an authorised member may request you to supply the physical product for assessment to identify the cause of the defect. This may include photographs in high resolution. Where the warranty claim is deemed valid, Nood will replace or repair the product if it falls within the warranty period, and does not fall under the conditions of Nood Co Limited Warranty (please carefully assess prior if your claim is first warranted). If a warranty claim is invalid or dishonest in nature, Nood has the right to charge the customer for fees associated with evaluating the product's cause of the defect and retain the product until such fees are paid in full.
- Nood will require imagery of the product to then make an assessment on the case. Nood reserve the right to replace the exact product, should it be available. Should it no longer be available Nood will offer a credit to the invoiced amount (excluding shipping).
- Easy access must be granted to the service provider for the duration of the visit.
- Customers must provide a proof of purchase to the Seller or authorised agent from whom the product was purchased. An inability to provide proof of purchase or equivalent documentation will void warranty.
- If you are entitled to a refund, should all replacement options be exhausted, we will only give you the refund once we receive evidence of faulty product, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under the Terms. Refund we make will be by the same payment method used to purchase the product where possible.
- The relevant invoice number should be quoted when returning goods for credit, exchange, or refund.
- Credit or exchanges will not be permitted if the item is not received within 14 days from the original delivery date.
- The Seller will not accept for return or refund any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made or is a special buy product.
- **Packaging:** You must adequately package any product you are returning for our collection to ensure that it is not damaged during return delivery.
- **Duty of care:** You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

CARE AND CLEANING INSTRUCTIONS

- Do:** Clean up spills immediately. Substances like wine, coffee, bleach, curry paste, coffee scrub, chemicals, makeup and toothpaste have been tested on the sealer with positive results, but Nood does not warrant staining caused by such substances.
- Do:** Clean surfaces using a sponge or soft micro fibre cloth with each use. Using soap with cool water is recommended. Avoid chemical cleaners.
- Do:** Avoid scratching the surface. It is important to wash your surfaces with a soft microfibre cloth and soapy water. Avoid rough fabrics or scourers and cleaning devices.
- Do:** Use protective placemats and trivets for soaps, cups, plates, bowls, hot dishes, glasses etc.

SINK INSTALLATION

Watch our installation video [here](#).

SINK WAXING AND MAINTENANCE

Watch our installation video [here](#).

- Do Not:** Use generic chemical based cleaning products such as bleach, glass cleaners or degreasers.
- Do Not:** Use vinegar, ammonia, lemon or orange as cleaners. Avoid any corrosive / acidic agents such as acidic products, strong detergents, corrosive liquids or scouring powders.
- Do Not:** Use bathroom, tub and tile or grout cleaners, or scourers and rough cleaning pads, rags or sponges.
- Do Not:** Sit or stand on your concrete surfaces. Excessive force applied to the concrete products will weaken or even break the product. They are not designed for such use. Concrete is hard wearing but not flexible, and therefore excessive weight in any one area could result in cracking.
- Do Not:** Apply excessive heat directly to the concrete. Natural, man-made heat or sun may cause fading and alter the shine of the surface over time.
- Do Not:** Drag, brush or scratch at the surface. Once the sealer is damaged, moisture may seep beneath and create further damage. Nood Co's warranty does not cover replacements in this circumstance.
- Do Not:** Leave hot oil on your concrete. It will leave deep stain marks that may be removed with bi-carb soda and water if applied within the first hour or so.
- Do Not:** Stack anything on the concrete, including stools/chairs or other tables. If you must, please cover surface with a cloth first. This will help avoid unnecessary scratching.
- Do Not:** Use coffee scrubs, or tints in the basin.

MATERIAL VARIATIONS

Nood Co Concrete basins are comprised of a natural material. Each piece has a visual patina, colour variation, pinholing (surface holes) and surface variation. These characteristics have no bearing on the structural integrity of the concrete piece. Nood Co Concrete colours, feel, and aesthetic can look different in photos and it is suggested to purchase sample pieces prior to manufacture to ensure you are comfortable with your product.

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DELIVERY

- **Shipment:** The Seller shall have the right to nominate the method of and the date of delivery. If the Seller is prevented by circumstances beyond its control from shipping or delivering within the stipulated time, such time will be extended for a reasonable period after such circumstances have ceased to operate and Seller should not be liable for any loss or damage incurred by the Buyer including any consequential loss or damage arising from delays in shipping or delivery.
- **Part Deliveries:** Unless agreed to the contrary in writing, the Seller reserves the right to make part deliveries of any order. Failure to make delivery of the total order shall not invalidate the sale. Where delivery is affected by part delivering the goods the Seller shall be entitled to invoice the customer for the goods delivered. The Buyer shall be responsible for and shall indemnify the Seller for loss of or damage to the goods from the time of delivery until paid for in full.
- **Method:** We may deliver the products via a range of delivery methods. Deliveries may require to be signed for. If neither you nor your authorised representative is at the delivery address to take delivery, you will be notified, generally by the delivery company leaving a card with contact details so that you can arrange another delivery time and date. Inability to receive the goods may incur additional freight charges payable by the Buyer.
- **Title:** Title in the products will not pass to you until the delivery of your products and full payment has been processed by us. If your payment is declined for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products. Risk of loss, damage or deterioration to any products will pass to you on delivery.

Upon collection or delivery of a Nood product, the customer becomes 100% responsible for the preservation and maintenance of the product. Hand wax is provided with each order plus a maintenance video available [here](#).

GENERAL

- **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- **Accuracy:** While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- **Termination:** We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on our Site at our sole discretion, without incurring any liability to you.
- **GST:** If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms you agree to pay us an amount equivalent to the GST imposed on these charges.
- **Relationship of parties:** The Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.
- **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.
- **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.
- **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- **Assignment:** You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.
- **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- **Jurisdiction and Applicable Law:** Your use of this Site and any dispute arising out of your use of it is subject to the laws of Victoria and the Commonwealth of Australia. These Terms are governed by the laws of Victoria and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in Victoria. The Site may be accessed throughout Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
- **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

CREDIT ENQUIRIES

- The Buyer hereby permits the Seller to make enquiries of whoever is deemed necessary for assessing the application for credit and further permits those giving the information to the Seller, to do so without restriction.

LIMITATION OF LIABILITY AND DISCLAIMERS

- While the information and material provided by the Seller is believed to be accurate and current, it is provided by us in good faith on an "as is" basis, and we and our directors, officers, employees, and agents accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site.
- To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to the products and services, the Site and this agreement, except those set out in this agreement, including but not limited to:
 1. implied or express guarantees, representations or conditions of any kind, which are not stated in these Terms; the Site or the products being unavailable; and
 2. any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Site, inability to access or use the Site, the products, the services, the late supply of products, or the Terms, even if we were expressly advised of the likelihood of such loss or damage.

Limitation: Our total liability arising out of or in connection with the products, the services or the Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products under the Terms.

This clause will survive termination of these Terms.

Amendment: These Terms may be amended from time to time, without prior notice. Your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms before purchase. Our agents, employees and third parties do not have authority to change the Terms.

Indemnity: You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

PRICE AND PAYMENTS

- All goods sold, with the exception of GST-exempt goods, will be subject to GST.
- Between the date of order and delivery if there is an increase in the cost to the Seller of supplying the goods which is beyond the control of the Seller, then this shall be to the account of the Buyer.
- All amounts are assumed in Australian dollars unless specified.
- You must pay for the order using bank deposit only. You must not pay, or attempt to pay, for an order through fraudulent or unlawful means. If your payment is not able to be successfully processed then Your Order Summary may be cancelled.
- For any accounts in default, a STOP CREDIT will be imposed automatically.
- In the event that the Buyer fails to make payment of any monies due under any invoice issued by the Seller within the due time for payment specified therein, the Buyer hereby agrees to pay interest at the rate equivalent to the aggregate of the Australian Merchant Bankers Association quoted rate (AMBA rate) for 90-day bank bills as published by the Australian Financial Review on the due date plus one (1) per cent calculated and charged on daily rests from the due date until payment is made in full. If amounts owing are unpaid for 30 days after payment is due, we have the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us.