

# Limited Warranty Against Defects

Flip'n'Fill (Effective 21/05/2024)

This Limited Warranty ("Warranty") applies to the Flip'n'Fill purchased from Cooke Industries ("we", "us", "our") – or a distributor of – and is valid for a period of up to 12 months from the date of purchase.

The Warranty is only applicable to the original purchaser and is non-transferable.

### Coverage

Cooke Industries warrants that the product shall be free from defects in materials and workmanship under normal use for a period of 12 months from the date of purchase.

If during the Warranty Period the product proves to be defective, Cooke Industries will attempt remediation subject to the terms and conditions herein.

#### **Exclusions**

This Warranty does not cover:

- a) Normal wear and tear.
- b) Damage resulting from accidents, misuse, abuse, negligence, or improper installation.
- c) Damage caused by unauthorized repairs or modifications.
- d) Damage caused by natural disasters, or arson.
- e) Discolouration due to UV or chemical exposure.
- f) Labour, service, freight or other charges accrued, relating to either the diagnosis of fault or the warranty claim process.

#### Claim Process

To make a claim under this Warranty, the original purchaser must provide proof of purchase and notify us of the alleged defect within the Warranty Period. We may require the product to be returned for inspection to determine the validity of the claim.

If the defect is confirmed to be covered by this Warranty, we will, at our discretion, repair or replace the defective product free of charge.

## Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, or consequential damages. The total liability of Cooke Industries under this Warranty shall not exceed the purchase price paid for the defective product.

## Additional Rights

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 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.

#### For warranty claims and enquiries please contact:

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