

**Disavè Pty Ltd**

ABN: 15 143 885 830 • PO Box 372 Epping VIC 3076

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## **WARRANTY AGAINST DEFECTS**

Disavè Pty Ltd including associated trading entities Disavè Espresso Equipment Suppliers and/or EspressoBites and its successors and assigns ("Disavè") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

### **1 WHAT THIS WARRANTY RELATES TO**

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to Disavè in accordance with clause 4.1 ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Customer:
      - (A) to properly maintain any Goods; or
      - (B) to follow any instructions or guidelines provided by Disavè;
    - (ii) the Customer using the Goods for any purpose other than that for which they were designed;
    - (iii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (iv) deliberate misuse, negligence, over exposure to heat or water, accidental or consequential loss or damage to the Customer or any third party; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) in respect of all claims Disavè shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim; and
  - (c) the warranty shall cease and Disavè shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Disavè's consent.
- 1.3 For Goods not manufactured by Disavè, the warranty shall be the current warranty provided by the manufacturer of the Goods. Disavè shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 1.4 In the event that the manufacturer's Goods are deemed to be faulty, Disavè reserves the right to halt the commencement for re-installation of replacement Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Goods

### **2 WHAT THE COMPANY WILL DO TO HONOUR THE WARRANTY**

- 2.1 Disavè will at their sole discretion, either repair the Defect, re-supply the Services/Goods or compensate for all materials required for the Services/Goods to be repaired, the amount of such shall under no circumstance exceed the Price of the Services/Goods originally provided by Disavè.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works shall include any disassembling and reassembling required in order to assess or rectify the defect.

### **3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY**

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Goods/Services to Disavè for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect, at Disavè's discretion and agreement; and
  - (b) provide evidence of proof of purchase upon request by Disavè.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.

### **4 DURATION OF WARRANTY**

- 4.1 This warranty will cease from the date that is twelve (12) months after the Customer takes delivery of the Goods/Services in accordance with clause 6 of the Terms and Conditions of Trade.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, Disavè will have no liability to the Customer under this Warranty Against Defects and the Customer releases Disavè from all claims for loss or damage in any way connected with the Goods/Services from that date.

### **5 RESPONSIBILITY FOR COSTS OF CLAIM**

- 5.1 Disavè is responsible for the costs directly associated with repairing the Defect only.

- 5.2 Any Services required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.
- 5.3 Furthermore, any repairs requiring labour must be returned to or via the initial retailer.

## **6 RIGHTS AT LAW**

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- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 Disavè's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.

# RETURN FORM

**Warranty Providers Name:**

Disavè Pty Ltd (t/as Disavè Espresso Equipment Suppliers and/or Espressobits)

ABN: 15 143 885 830

**Warranty Providers Address:**

PO Box 372 Epping VIC 3076

**Customer:**

**Contact No.**

**Description of Goods/Machine  
information provided:**

**Serial No:**

**Model:**

**Invoice enclosed:**  
(tick box)

☐ Yes ☐ No ☐ Machine Inv. ☐ Spare Part Inv ☐ Accessories Inv

**Invoice No:**

**Description of defects (Give as  
much detail as possible. Use a  
separate page if required):**

**Date of purchase/Services  
provided:**

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed: .....

Name (please print): .....

Dated: .....

[Please note, the issue or completion of this form by the Customer does not constitute an admission of liability by Disavè]