

Electra Mirrors Warranty (Delivery)

For peace of mind, Electra Mirrors offer a warranty on some of our products. We set out below what products our warranty applies to, and all the information you need to know about Submitting a claim. If you have any questions for us about our warranty, please reach out using the contact details below.

Who is this Warranty Between?

This warranty is between Electra Mirrors ABN 96 375 547 344 (we, us or our) and you, the person or entity that has purchased products from us (as specified below). This warranty is incorporated in and forms part of our terms and conditions available here

Your Consumer Law Rights

You are entitled to a replacement for a minor failure, You are also entitled to have the goods repaired or replaced if the goods don't function as advertised (from our fault) and the failure does not amount to a major failure.

Minor failure defined: The item is deemed of minor failure if it can be replaced or repaired by the seller within a reasonable time frame.

Examples that are **not** of minor failure & issues that the seller will not cover under the warranty or guarantee:

- Dust on Arrival: The presence of dust on the item that can be easily wiped off by the buyer is not considered a valid reason for a warranty claim.
- Custom Alterations: Any damage to the product resulting from custom alterations or modifications made by the buyer is not covered. The product's warranty is voided if the buyer makes unauthorised changes.
- Improper Assembly or Use: Damage caused by the buyer due to incorrect assembly or improper use of the product
 is not eligible for warranty coverage. It is essential for the buyer to follow assembly and usage instructions
 accurately.
- Delayed Reporting of Damage: If the item arrives damaged, and the buyer assembles it without promptly notifying the seller within a reasonable timeframe, the seller is not responsible for repair or replacement. It is the buyer's responsibility to report and address damage promptly before assembly is commenced.
- Our Hollywood mirror bulbs are easy to replace in all our mirror models, although they are not covered by our warranty due to their infrequent need for replacement. Should replacement become necessary, it is the buyer's responsibility. Our team is here to assist you throughout this process. We can guide you on selecting the right bulbs or LED lights, recommend trusted sources for purchase, and provide step-by-step instructions for replacement. When the time comes, we can often supply you with the needed bulb or LED replacement. We are committed to ensuring your Hollywood mirror maintains its brilliance. Reach out to us for any assistance or information on bulb or LED replacement. Your satisfaction is our priority.

These examples clarify the instances in which the seller's coverage does not apply, ensuring that buyers understand the limitations of the warranty or guarantee.

The benefits given to you under this warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to any products you have purchased from us, including under the Australian Consumer Law within the Competition and Consumer Act 2010 (Cth). Consumer guarantees (under the Australian Consumer Law) have no set time limit but generally last for an amount of time.

When This Warranty Applies

If during the Warranty Period, there is a fault or defect in the functionality of a Product as a result of our default (Defect), then we will use our best endeavours to remedy the Defect at our cost. Warranty begins from the date of purchase.

What Products our Warranty Applies to

Our warranty applies to the following ranges of products:

| Product | Warranty Period (commencing on the date of purchase) | Specific Exclusions (in addition to the general exclusions set out later in this document) |
|---|--|--|
| Furniture Range (including vanity tables, drawers and chairs) | 2 Years | Cosmetic Blemishes Due to Normal Wear and Tear. Receipt of Items with Dust, Which Can Be Remedied by Simple Cleaning. Damage Arising from Buyer-Initiated Custom Alterations. Damage Resulting from Improper Assembly or Usage by the Buyer. Failure to Promptly Notify the Seller of Damage Upon Receipt; Subsequent Assembly of the Damaged Item and Later Contacting the Seller for Repair or Replacement, Once the Goods Have Already Been Assembled. |
| Hollywood and Crystal Vanity Mirrors | 2 Years | Cosmetic Blemishes Due to Normal Wear and Tear. Receipt of Items with Dust, Which Can Be Remedied by Simple wipe cleaning. Damage Arising from Buyer-Initiated Custom Alterations. Damage Resulting from Improper Assembly or Usage by the Buyer. Failure to Promptly Notify the Seller of Damage Upon Receipt; Subsequent Assembly of the Damaged Item and then Later Contacting the Seller for Repair or Replacement, Once the Goods Have Already Been Assembled. Our Hollywood mirror bulbs are easy to replace in all our mirror models, although they are not covered by our warranty due to their infrequent need for replacement. Should replacement become necessary, it is the buyer's responsibility. Our team is here to assist you throughout this process. We can guide you on selecting the right bulbs or LED lights, recommend trusted sources for purchase, and provide step-by-step instructions for replacement. When the time comes, we can often supply you with the needed bulb or LED replacement. We are committed to ensuring your Hollywood mirror maintains its brilliance. Reach out to us for any assistance or information on bulb or LED replacement. Your satisfaction is our priority. |

How to Claim Under our Warranty

To make a claim under this warranty, you must notify us by email as soon as you become aware of the Defect, and in any event, within 10 days of when you order arrives you must notify us, and include the following information in your email:

- your order number;
- if you are making a claim for a vanity mirror, a photograph of the sticker on the Product with the relevant batch number;
- a description of the issue; and
- a photograph or video (required for some issues such as light flickering) so that we can see the Defect

You must work with our support team and provide any other information we reasonably require to assess your claim, including so that we can clearly diagnose the Defect from your photographs or videos. We will notify you of our determination as to whether your claim is valid under this warranty and any determination we make will be final and binding.

If your Claim under our Warranty is Successful

Subject to your rights and remedies under the Australian Consumer law, if we determine your claim under this warranty is successful, we may, in our discretion, elect to:

- repair or replace your Product; or
- to issue a full or partial refund to you with respect to any amount paid, for the Defective part (or all) of your Product, which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect.

If any materials, parts or features required to facilitate any repair or replacement are unavailable or no longer in production, or your model of Product is no longer available or in production, we will either use our best endeavours to repair the Product using appropriate equivalent materials, parts or features, replace the Product with an appropriate equivalent model or provide you with a full or partial refund, as required, and as determined by us in our sole discretion. If the defective part of the Product is not essential to the functionality of the Product, for example a power port stops working on a mirror, then we may issue a partial refund to you. This warranty only sets out the Warranty Period within which we will offer you a repair, refund or replacement. Your rights under the Australian Consumer Law may extend beyond the Warranty Period.

Returns and Delivery Costs

Subject to your Australian Consumer Law rights, if you make a claim under a warranty and need to return a Product to us, it is your responsibility to dissemble the Product and box it up to return to us. Items must be returned to us in original packing (Foam, Packing Box ect.) and unused.

If we determine, using the photographs or videos provided by you, that you have a valid warranty claim, then you will need to return the items to us costs associated with returning the Products will be covered by the buyer unless deemed otherwise by Electra Mirrors.

If we cannot clearly see the Defect via the photographs or videos you submitted as part of your claim (or you do not provide any), then you will be responsible for return shipping costs so that we can identify if there is a Defect.

Exclusions From our Warranty

To the maximum extent permitted by law, this warranty does not cover, and we will have no liability, and you waive and release us from any liability (under this warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:

- Act or omission, accident, improper cleaning, improper assembly, transportation or negligence by you or any third party not engaged by us (including any third party installer of your Product);
- Cosmetic changes that occur overtime;
- •Item has arrived with dust and can be wiped off;
- Failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Product, including the placing of any mirrors in wet environments such as bathrooms;
- •Damage caused by buyer from in proper assembly or use;
- Item has arrived damaged and instead of notifying the seller within a reasonable time frame the buyer assembles the damaged item and then contacts the seller for a repair or replacement once after goods have already been assembled.
- •Damage caused by buyer to falsely submit claim and or further damage made to the items from the buyer to attempt to make the defect look worse;
- Use of your Product otherwise than for any application or use specified by us or the manufacturer;
- Reasonable wear and tear of your Product including fading, loss of colour or deterioration (of the whole Product or its components);
- Continued use of your Product (where such use is not reasonable) after any Defect in your Product becomes apparent or would have become apparent to a reasonably prudent person;
- Failure by you to notify us of any Defect in your Product within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
- •Our Hollywood mirror bulbs are easy to replace in all our mirror models, although they are not covered by our warranty due to their infrequent need for replacement. Should replacement become necessary, it is the buyer's responsibility. Our team is here to assist you throughout this process. We can guide you on selecting the right bulbs or LED lights, recommend trusted sources for purchase, and provide step-by-step instructions for replacement. When the time comes, we can often supply you with the needed bulb or LED replacement. We are committed to ensuring your Hollywood mirror maintains its brilliance. Reach out to us for any assistance or information on bulb or LED replacement. Your satisfaction is our priority;
- Act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control);
- Repair, replacement, maintenance, or otherwise compromise of the Product by you or any person other than us or the manufacturer; or damage caused by exposing the products to the sun, extreme heat or cold, or chemicals / agents that are known to damage the finish of the Product.

Must Not Assemble if damaged!

General

Delays: We will have no liability, and you waive and release us from any liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this warranty, or in assessing any claim made by you under or in relation to this warranty. No third party reliance: The benefit of this warranty is for you only,

and no other person or third party can rely on or make a claim under this warranty. For the avoidance of doubt, if you resell the product, this warranty will be void. No assignment or transfer: This warranty or the benefit under this warranty cannot be assigned or transferred to any other person or third party. Severance: If any provision (or part of it) under this warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or

valid. If a provision (or part of it) under this warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this warranty and the remaining provisions (and remaining part of the provision) of this warranty are valid and enforceable. Jurisdiction and applicable law: This warranty is only valid and enforceable in Australia and is governed by the laws of Victoria and the Commonwealth of Australia. Each party to this warranty irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

What are our Contact Details?

Electra Mirrors ABN 96 375 547 344

PO Box, 4029, Langwarrin, VIC 3910

support@electramirrors.com