

MyDeal Warranty Terms and Conditions

Who provides this warranty?

1. The warranty set out in these terms and conditions is provided by Duke Living Pty Ltd ABN 67 627 018 642 ("MyDeal") and applies to each individual product sold directly by MyDeal which states that the warranty applies in the product's individual listing details.
2. Products sold by third party sellers on our marketplace are excluded from this warranty.

How long is this warranty?

3. The product listing details on our website will set out the duration of the warranty, and applies for a period of either:
 - a) 1 year from the date of purchase.
 - b) 3 years from the date of purchase.
 - c) 5 years from the date of purchase; or
 - d) 10 years from the date of purchase (mattresses only).

("Warranty Period")

You can find the duration of the warranty listed in the product specifications on our website or in the app.

What are my consumer law rights?

4. This warranty applies in addition to other rights and remedies you may have under the Australian Consumer Law or any other law.
5. 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.

My product has other warranty documents inside the packaging?

6. Certain goods sold on MyDeal may contain warranty documents on or inside the product packaging provided by the manufacturer of the goods which are not provided by MyDeal. Some warranty documents provided by manufacturers of imported goods may not apply in Australia or to products purchased on MyDeal. You should contact the manufacturer identified on the warranty document to determine whether or not the warranty applies to the goods in Australia and, if so, how you should go about making a claim under such a warranty.

What does this warranty provide?

7. Subject to the below requirements, if your goods are subject to an inherent fault or manufacturing defect within the Warranty Period, MyDeal will replace your product for a brand-new product of the same specification, or if not available, a product of the nearest equivalent cost and specification, free of charge. Your replacement product's Warranty Period will continue from the original date of purchase of the replaced product.

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8. All warranty claims must be directed through functionality enabled in your MyDeal Account. To make a claim, log in, go to your Account page, click 'My Purchases', click the 'Need Help' button next to the relevant product, and follow the prompts. You should provide us with:

- a) details of the defect or damage in relation to which you are making a claim under the warranty;
- b) photographic evidence of the defect or damage where applicable or requested by us to help us assess your claim;
- c) any other details we may need to process your claim.

9. We may require either:

- a) the return the defective goods to us to be assessed further, or as part of the warranty claim process; or
- b) the safe disposal of your product where we assess this is appropriate based on the nature of the fault or damage.

Our customer service department will provide you with instructions to follow as to how the goods may be returned to us at our expense (either you will be reimbursed for standard postage, or for larger items, we will organise a courier to retrieve the items) or appropriately disposed of. We bear no responsibility or liability to you if your failure to comply with these instructions results in any loss or damage to you or your product. Unless otherwise provided by law, you will bear any other costs incurred in making a claim under this warranty.

10. We cannot accept returns that have not been authorised through the process outlined above.

11. If any returned goods are found to be in good working order, we may seek reimbursement, at our discretion, for any of our reasonably incurred costs in relation to the return and assessment of your goods. In such cases, you agree that we may hold your goods until such payment is received.

In what circumstances does this warranty not apply?

12. Except as required by law (including the Australian Consumer Law), this warranty shall not apply in respect of goods:

- a) which have deteriorated through normal wear and tear;
- b) where the goods have not been installed, maintained, operated or used in accordance with the manufacturer's instructions or any other specifications provided with the goods;
- c) where damage or defects are caused by deliberate or negligent misuse or abuse, physical alteration, fire, liquid spillage, use of incorrect voltage, power surges or dips, thunderstorm activity, force majeure, voltage supply problems, tampering or unauthorised repairs by any persons, use of defective or incompatible accessories, computer viruses, corrosive conditions or introduction by an insect, pest or other foreign body or any other circumstances not within our reasonable control and not as a result of a manufacturing defect;

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- d) where damage results from any third-party software or hardware not provided by us or not suitable for use with the product;
- e) where items are lost or stolen; and
- f) in relation to repairs of batteries, where the batteries have not been used in accordance with specifications or they expire by normal use.

Liabilities

13. Except as required by law (including the Australian Consumer Law), our liability under this warranty shall not exceed the amount of the purchase price of the goods or the replacement of the goods with the same or a similar product.
14. In the event that storage media or devices which contain storage media (such as laptops or mobile phones) subject to this warranty become faulty, fail or damage or loss occurs software or data stored on it, except as required by law (including the Australian Consumer Law), we will not be liable for any loss or damage to the software or data, however arising. Replacement devices we provide will be new, and your data will not be transferred to that device by us. You should ensure that you maintain backups of all software and data stored on your devices.