

PAPAYA WARRANTY AND GUARANTEES

Consumer

1. The following guarantees only apply if you are a “Consumer” as defined in Section (3) of the Australian Consumer Law. It may not apply in your particular case.

Consumer Guarantees

- 2.1 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.
- 2.2 Consumer guarantees do not apply if you:
 - 2.2.1 Misused the product in any way that caused damage or a problem; or
 - 2.2.2 Changed your mind about buying the product for whatsoever reason including finding the product cheaper elsewhere; or
 - 2.2.3 Knew or were made aware of any fault before you bought the product; or
 - 2.2.4 Plan to on-sell or change the product so that you can re-supply it as a business.

Additional Warranties

- 3.1 Certain goods sold by Papaya enjoy additional warranties below. These are in addition to the other rights and remedies available to you under the Australian Consumer Law.
- 3.2 Additional warranties are subject to the nature of the goods. Where natural materials are used in the making of the goods the appearance of the goods may vary from photographs and samples or floor stock, and from piece to piece. These variations are not defects under this warranty.
- 3.3 Any additional warranties below do not apply to:
 - 3.3.1 Where damage is a result of abuse, improper care or use, including (but not limited to) improper maintenance, failure to follow Papaya Care Instructions, exposure to direct sunlight, salt air, chemicals, spillages, water and any use for which the product was not designed or where damage is a result of ordinary wear-and-tear;
 - 3.3.2 Damage as a result of failure to follow Papaya’s care instructions or specifications;
 - 3.3.3 Damage incurred in the movement or relocation of a product;
 - 3.3.4 Where products have been exposed to extreme conditions or it has come into contact with dyes, solvents, acid or other corrosive liquids or materials, incorrect cleaning techniques or exposing products to direct heat, sunlight or moisture where the product has not been designed for such use.
4. Papaya’s Warranties

The following warranties apply to goods purchased direct from Papaya. Structural Warranties exclude any surface, fabric or finish of a product. Exclusions above apply. Period of warranty from date of purchase

INDOOR FURNITURE (exclusions in clause 3.3 above apply in all cases)	
Structural Frame	5 years
Cushions, covering fabric or leather, foam, feathers and fibre filling	2 years
OUTDOOR FURNITURE (where items are specifically designed and stated to be for outdoor use excluding normal wear and tear)	
Structural Frame	5 years
Covering (excludes soiling of covers and normal fabric colour change due to exposure to sun, weather and coastal conditions)	2 years
RUGS	1 year
LIGHTING (excludes bulbs)	1 year
HOMEWARES	1 year

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5. Remedies & Solutions

Papaya cannot provide specific timeframes for repair or replacements but will endeavour to repair or replace goods at the earliest possible opportunity. The decision whether to replace or repair defective or damaged goods is at Papaya's sole discretion.

6. Remedies

6.1 Certain legislation, including Schedule (2) of the Competition and Consumer Act 2010, imply guarantees and impose obligations, which cannot be excluded, restricted or modified. Where such statutory provisions apply Papaya's liability shall be limited at its option to:

(i) in the case of supply of Goods, the replacement of the Goods or supply of equivalent Goods; or

(ii) the payment of the cost of replacing the Goods or acquiring equivalent Goods; or

(iii) the payment of the cost of having the Goods repaired; or

(iv) the repair of the Goods.

7. To claim under any of the above Warranties

7.1 To be entitled to claim under any of the above warranties you must:

(i) Should a defect or imperfection appear in the item within the period specified in the table in paragraph 5 above, stop using the item immediately. To make a claim under this warranty you must, before the warranty period expires:

(ii) contact Papaya on the contact information provided on this website and provide proof of purchase, details of what you consider the defect to be and the circumstances in which the defect appeared and all other relevant communications in respect of the Warranty claim or goods.

(iii) Papaya will determine whether the product is defective and if the product is defective and is covered by the warranty, Papaya will provide the remedies described in paragraph 6.1 above.