

# REFUND & WARRANTY

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At Fomu, we stand behind the quality of our furniture and aim to provide you with a satisfying and reliable experience. Please read the following terms regarding refunds and warranties carefully:

## Refund Policy:

At Fomu, we take pride in custom making each order with attention to detail, ensuring that every piece meets our high standards of quality. As a result, all our products are made to order, tailored to your specific requirements. Due to the customised nature of our offerings, we regret to inform you that we do not accept refunds for change of mind.

Please consider your choices thoughtfully before placing an order, as each piece is made to order.

### a. Warranty Claims

Fomu conducts warranty claims in accordance with Australian consumer law.

### b. Defective Workmanship

Our warranty covers the original purchaser against defective workmanship where the structural integrity of the furniture item is not fit for purpose.

### c. Commencement of Warranty Period

The warranty period commences when all goods have been delivered in accordance with these terms and conditions.

### d. Compliance with Product Care Terms

The warranty will be voided if the buyer fails to comply with the product care terms as set out in sections 16 below or any other special care conditions supplied with the goods at the time of purchase.

### e. Notification of Warranty Claim

Notification of a warranty claim needs to be in writing to [hello@fomudesign.com](mailto:hello@fomudesign.com) and accompanied with:

Photos of the alleged fault

Supply of all contact numbers/details of the designer/specifier

A copy of the tax receipt pertaining to the item

### f. Assessment of Claim

Upon receipt of the claim, we will assess if the item needs to be inspected by an appointed Fomu representative on-site or if the item is to be returned to Fomu in Melbourne, Australia.

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## g. Repair or Replacement

Fomu reserves the right to either repair or replace the item if there is a fault or defect.

## h. Limitation of Implied Warranties

To the extent allowed by law, any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are limited.

## i. Limitation of Liability

To the extent allowed by law, Fomu shall not be liable for loss of time, inconvenience, commercial loss, incidental or consequential damages.

## j. Processing Repairs or Replacement

Processing any repairs or replacement will be discussed with the client and put in writing as to an estimated production time that is fair and reasonable and will be determined on a claim-by-claim basis.

## k. Voidance of Warranty

Warranty will be voided if a product has been disassembled, modified, or repaired by a third party not approved by Fomu.

## l. Exclusions to Warranty

Warranty does not cover misuse or exposure to extreme environmental conditions, including sunlight.

### Specific Material Warranty Details:

Solid Timber, Timber Veneer Joinery, and Tables

Warranty period of 2 years for the structural integrity of the furniture under 'normal use.'

Natural variations in color, texture, and figuration of solid and veneer timbers are not considered faults.

Movement, joint separation, bowing, and damage caused by direct sunlight are not warranted.

Day-to-day wear and tear causing scratches, expansion, color changes, chips, burns, and splits are not warranted.

Painted and stained timber may chip, considered as wear and tear through use.

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## Upholstered Items

Warranty period of 2 years for the structural integrity of the furniture under 'normal use.'

Warranty covers timber and metal frames, suspension, and foam integrity. Fabric and leather wear and tear are not warranted.

Fabric and leather that has faded or broken down due to exposure to sunlight or extreme weather conditions are not warranted.

## Metal Furniture

Warranty period of 2 years for the structural integrity of the furniture under 'normal use.'

Chipping and scratches on powder-coated metal due to wear and tear are not warranted.

Metal pieces not specific to outdoor use exposed to the elements are not warranted.

Raw metals oxidize and tarnish over time, not considered faults of manufacture.

## Natural Stone, Reconstituted Stone Materials, Laminates, Resin, Glass, Plastics, and Perspex

Materials sourced externally have unique warranty details available upon request.

Broken, missing, or ceased attachments are not warranted.

## Outdoor Furniture

Warranty period of 2 years for the structural integrity of the furniture under 'normal use.'

General wear and tear or changes in appearance and performance due to exposure to the elements are not warranted.

Fabric that fades or breaks down due to exposure to sunlight, UV, or moisture is not warranted.

If you have any concerns or wish to initiate a warranty claim, please contact us at [hello@fomudesign.com](mailto:hello@fomudesign.com).