

WARRANTY AGAINST DEFECTS

Product	Warranty Period
K•CARE – all products	12 months
K•CARE – shower chairs/stools & toilet seat raisers (zinc treated)	12 months structural, 5 years anti-corrosion (external tube only)
K•CARE – shower chairs/stools & toilet seat raisers (aluminium products)	12 months structural, 10 years anti-corrosion
KERRY – general equipment	36 months
KERRY – manual handling equipment	24 months
KERRY – slings	12 months
AIR COMFORT – frame compact lift chair	36 months
AIR COMFORT – frame day beds	36 Months
AIR COMFORT - foam	36 months
AIR COMFORT – gas struts	36 months
AIR COMFORT – air bags & castors	36 months
AIR COMFORT – fabric	12 months
AIR COMFORT – electrics	24 months
MY COMFORT – MC100, MC200, MC300	10 years - frame, 2 years - electrics

- K Care Healthcare Equipment provides consumers with the following warranty in relation to this Product, in addition to complying with the requirements of any relevant legislation, including the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand (the **Acts**), except where a New Zealand consumer acquires the Product for the purposes of a business.
- In this warranty, we have used the following definitions:
 - Form** means a warranty claim form issued by K Care Healthcare Equipment in respect of Products.
 - K Care Healthcare Equipment** or **our** means K Care Healthcare Equipment, ABN 70 161 963 257 of 100 Mulgool Road, Malaga, Western Australia 6090.
 - Products** means the goods manufactured by K Care Healthcare Equipment (including products manufactured by its contract manufacturers) set out in the table above;
 - Material** means a material or component used by K Care Healthcare Equipment in the manufacture of the Products;
 - Retailer** means the authorised dealer of Products from whom the Product was purchased;
 - Warranty Period** means the warranty period set out in the table above, commencing from the date of purchase of the relevant Product. If the Product or part (as the case may be) is repaired or replaced, there will be no extension to the original warranty period; and
 - Workmanship** means the handling, assembly and manufacturing processes performed by or on behalf of K Care Healthcare Equipment in order to manufacture the Products.
- K Care Healthcare Equipment warrants that for the duration of the Warranty Period, all Products will be free of faults arising from defects in Workmanship or Materials, on the terms and conditions set out in this warranty.
- K Care Healthcare Equipment undertakes that if during the Warranty Period any Product, or any part of a Product, has failed to operate correctly due to faulty Workmanship or defective Material, it will repair or replace the Product or part (as the case may be) free of charge (excluding freight fees if applicable) provided that the following procedure is met:
 - The consumer must contact the Retailer or K Care Healthcare Equipment upon becoming aware of any defect to a Product. The consumer will then be provided with a Form, which must be completed by the consumer and returned to K Care Healthcare Equipment together with satisfactory proof of purchase.
 - K Care Healthcare Equipment will review the Form to determine whether there is a defect, and if so K Care Healthcare Equipment agrees to (at its option) repair, replace or supply equivalent goods, or pay the cost of any of those remedies to the consumer.
 - If K Care Healthcare Equipment requests the return of the applicable Product or part, the consumer will be responsible for the collection and freight costs of returning that Product or part to K Care Healthcare Equipment.
 - The consumer acknowledges that it is also responsible for the freight costs to deliver any new Product or replacement part to it.
- To the extent that the supply of Products is a supply to a consumer within the meaning of the applicable Act, the consumer is entitled to consumer guarantees which K Care Healthcare Equipment does not exclude, restrict or modify. In all other respects, and to the extent permitted by law. K Care Healthcare Equipment:
 - Limits its liability for any non-excludable condition or warranty to rectifying any defect at its option, as set out in paragraph 4(b); and
 - Excludes liability (whether express or implied) of any nature whatsoever for any consequential loss, damage or injury arising as a result of any fault in the Products.
- This warranty does not extend to damage to Products which occurs during transit or transportation, or which is caused by any abuse, accident or improper installation, connection, use, adjustment or repair or use of goods otherwise than in accordance with instructions issued by K Care Healthcare Equipment.
- The warranty on Products is waived if any addition or attachment to the Products do not have K Care Healthcare Equipment's approval or are not sold as K Care Healthcare Equipment products. The Products are designed to perform specific tasks under established test loads and unauthorised attachments may produce stresses for which the design is not appropriate.
- The following applies to consumers who purchased a relevant Product in Australia:
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.

Contact information

K Care Healthcare Equipment
100 Mulgool Road
Malaga WA 6090