

Pellé

Fabric and Leather Protection Plan

Terms and Conditions
24 November 2021

Furniture Solutions NZ LTD
7 Washdyke Flat Road, Timaru, 7941
Phone - 0800 342 372
Email - info@furnitureolutions.co.nz

Smiths
CITY

The warrantor of Your Pelle Furniture Protection Plan (Care Plan) is Furniture Solutions NZ LTD.

Address: 7 Washdyke Flat Road, Timaru 7941.

Phone: 0800 342 372.

Email: info@furnitureolutions.co.nz

Summary of Your Rights and Remedies under the Consumer Guarantees Act 1993

Your Pellé Furniture Protection Plan provides additional protections to Your rights under the Consumer Guarantees Act 1993 ("CGA"). The CGA requires that goods purchased for personal, domestic or household use must: be of acceptable quality; be fit for purpose; match any samples or descriptions given; and there are spare parts and repair facilities available for a reasonable time. If goods fail to meet the requirements of the CGA the supplier must repair the failure or replace the goods.

Where the failure cannot be remedied or is of substantial character, then You are entitled to a refund of the purchase price. You are also entitled to compensation for loss or damage resulting from the failure, which was reasonably foreseeable. The CGA also provides You with certain rights and remedies against a manufacturer of the goods. For more information about the CGA and consumer guarantees see www.consumerprotection.govt.nz.

Right of Cancellation

You have a statutory right to cancel Your Pellé Furniture Protection Plan within 5 working days of entering into this agreement. We are pleased to better Your statutory rights by offering You a 14-calendar day cooling-off period. Within this time period, as long as You have not made a claim, You can choose to cancel Your Care Plan by contacting Us via Our contact details above. We will then fully refund the cost already charged to You for Your Care Plan.

Comparison between Consumer Guarantees, this Care Plan and Manufacturer's Warranty*

Features	Consumer Guarantees Act	Pellé Protection Plan
Duration	'Reasonable period' from delivery until defect becomes apparent. Factors may include: nature of the product; cost; quality; use; representation made by supplier or manufacturer.	5 years guaranteed from date of delivery (until claim is made).
Coverage	Protections for 'acceptable quality' (e.g. manufacturing defects in materials or workmanship); 'fitness for purpose' and 'matching description or sample'.	Manufacturing faults, defects, accidental damage including staining, rips, cuts, tears, (refer to full terms for coverage and exclusions).
Accidental rips, tears, cuts or stains.	No (damage caused by user not covered) unless suppliers says it is covered.	Yes (refer to full terms for coverage and exclusions).
Remedies	Depends on circumstances. Supplier must repair or replace the goods. Otherwise refund purchase price Compensation for reasonably foreseeable loss or damage.	Repair or replace item (refer to full terms for limits and depreciation calculation).

* The above comparison is a summary only. You may also have additional rights.

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Definitions

Administrator: means Furniture Solutions NZ Ltd.

Cooling Off Period: means the fourteen (14) Calendar days from the purchase date of the Covered Item.

Cover: means the protection provided by the Pelle Fabric and Leather Furniture Protection Plan as stated on your retailers Tax invoice.

Item: means the new lounge suite or new dining chairs purchased as stated on Your Retailer's Tax Invoice.

Manufacturer's Warranty: means the original warranty coverage provided by the manufacturer from the date of purchase of the Item.

Warranty: means this document issued to You containing the terms, conditions and exclusions of cover.

Pelle Fabric and Leather Protection Plan: means the protection for the Covered Item. The Retailer's Tax Invoice and this booklet, which details the terms, conditions and exclusions, makes up Your Premium Care Furniture Protection Plan.

Retailer's Tax Invoice: means the original purchase invoice for the Item covered by this Warranty.

Total Loss: an Item will be deemed a total loss when We consider it uneconomical to repair the Item or when repair costs are in excess of the original purchase cost less depreciation.

We, Us, Our: means Furniture Solutions NZ Ltd.

'You', 'Your', or 'Yours': means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for Your lounge suite or dining chairs and Your Pellé Furniture Protection Plan.

Eligibility Criteria

Pellé Furniture Protection Plan is only available if:

- The lounge suite or dining chairs are purchased new (subject to rights of transfer referred to on page 11 under the heading 'Transferability')
- The lounge suite or dining chairs are effectively functioning and in good working order at the time of the Care Plan purchase
- The lounge suite or dining chairs are manufactured for use in NZ and comes with a valid Manufacturer's warranty, and
- The lounge suite or dining chairs are for domestic or personal purposes

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Protection Plan – Overview

CONGRATULATIONS ON YOUR DECISION TO PROTECT YOUR PURCHASE WITH THE PELLÉ FURNITURE PROTECTION PLAN.

This Pellé Furniture Protection Plan provides accidental cover from the date of delivery. It also provides cover after Your manufacturer's warranty period has expired (see plan coverage), up to a total period of 5 years.

Your purchase receipt will show the details of the Plan You have purchased and the relevant period of cover.

Please keep this document with Your purchase receipt as these 'may' be required for proof of purchase of the Pellé Furniture Protection Plan.

Pellé Furniture Protection Plan protects Your purchase by providing:

- 14 Calendar Day cooling off period
- Fabric or leather care kit issued at the time of purchase
- Application of care product pre-delivery
- No excess on claims made (unlike insurance home/contents or hire purchase cover)
- Product repair or replacement
- No limit on the number of claims - up to the value of the suite
- Professional claims management

Making a Claim

If Your lounge suite/dining chairs have a fault which is covered by this Care plan, We will repair or replace the lounge suite/dining chairs.

We may refuse to pay a claim under Your care plan, or reduce the benefits available to You in respect of the claim, if in our reasonable opinion:

- You make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with the claim
- An exclusion applies
- You fail to comply with any of the terms of the Care Plan

Breakdown Claims:

Contact the Service Centre on: Email: info@furnitureolutions.co.nz Phone: 0800 342 372 8.30am and 4.30pm AEST Monday to Friday, excluding public holidays

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What does the Pellé Furniture Protection Plan cover?

You will be entitled to the benefits set out below, subject to the terms of the Protection Plan.

The Pelle Protection Plan Accidental Damage Furniture Protection Plan covers damage, as specified, to the furniture covering. Neither the frame or fill is covered by this Plan.

The Pelle Furniture Protection Plan applies to:

- New lounge suites; and
- New dining chairs (not tables), purchased for domestic use.
The Pelle Furniture Protection Plan covers specific damage, defects and failures as described below:
- Accidental staining;
- Accidental rips;
- Accidental cuts;
- Accidental tears;
- Premature fading if notified within 2 years from the date of delivery; and
- Faults:
 - Failure resulting from fraying, pilling, and dye transfer;
 - Seam failure resulting in slippage, seam integrity and breakdown of stitching; and
 - Zipper failure.

Covering means the material used to cover the furniture (including squabs and all cushions that are supplied by the Manufacturer as part of the suite but excluding non-component cushions).

The Pelle Furniture Protection Plan includes application of a covering protectant and the provision of either a fabric, faux or leather care and maintenance kit.

Level of Cover

We decide whether to repair the covering or replace the furniture. The maximum You can claim under Your Pelle Furniture Protection Plan is the lesser of:

- The original purchase price of the furniture less depreciation as detailed below; or
- \$10,000 inc GST.

Depreciation, calculated on the original purchase price from the date of purchase is:

- Less than 2 years Nil
- More than 2 years, but less than 3 years 10%
- More than 3 years, but less than 4 years 20%
- More than 4 years 30%

Should the same furniture covering be unavailable, we may reupholster with covering of a similar kind and quality following consultation with the You the consumer.

Duration and expiry date of the Premium Care Accidental Damage Furniture Protection Plan

Your Pelle Furniture Protection Plan provides Cover for 5 years from the date of delivery of Your furniture to Your residence, and expires when the first of the following occurs;

- where the Pelle Furniture Protection Plan has replaced the furniture; or
- where the accumulated value of claims on the Warranty exceeds the maximum claim limit.

Please note that the Protection Plan will expire if We replace the covered item or in the event Your item is declared a total loss and a claim is paid out, Your Protection Plan ceases immediately, and no refund of any premium will be payable.

Free claims line

The Furniture Solutions NZ LTD claim Line is a free claims line available between 8.30am and 4.30pm AE ST Monday to Friday excluding public holidays - 0800 342 372 (or email info@furnitureolutions.co.nz)

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Repair and replacement terms

In the event of an accidental damage claim, at Our sole discretion, We will have our approved repairer carry out repairs to the furniture and pay for the service call-out, parts and labour. If We decide the lounge suite or dining chairs are unable to be repaired or if it is uneconomical to do so, We will replace the furniture with furniture as per the plan terms and conditions.

If Your lounge suite or dining chairs are replaced under the protection plan, then Your Care Plan will end immediately and there will be no refund of the amount You have paid for the Care Plan.

Where We have replaced the lounge suite or dining chairs, You must pay the delivery and/or installation costs of the supplier. When we discuss the replacement with You, You will be notified of these costs. When Your lounge suite or dining chairs have been replaced, We will take possession of the replaced lounge suite or dining chairs (i.e. they become Our property).

Costs

In-home repair

We will where possible, arrange for repairs to be undertaken in Your premises if those repairs can be carried out effectively and safely (to be determined at our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the lounge suite or dining chairs to those premises are at Our cost.

Repair costs - service call-out, parts and labour

We will repair the lounge suite or dining chairs using one of Our approved repairers. They will invoice Us directly, which will include the costs for the service call-out (during normal business hours), parts and labour.

Privacy Act

Under this Plan, we may collect and hold personal information (including but not limited to Your name and contact information) for the purpose of administering this Plan. You have rights of access to, and may request correction of Your personal information, subject to the provisions of the Privacy Act 2020.

This Care Plan is not a performance guarantee or insurance

This Pellé Furniture Protection Plan is not a guarantee of performance or an insurance policy nor is Furniture Solutions an insurer. It is a Care Plan subject to these terms and conditions as agreed between You and Us.

What should You do if You have a complaint?

Your satisfaction is Our number one priority. Please let the Furniture Solutions NZ LTD team know if You have any problems regarding any claims by calling 0800 342 372. However, for any other complaints, please contact Smiths City at customerservice@smithscity.co.nz

Documents required

After contacting the below number, the following is required within 14 days of notifying the claim (Note: in the event of a pandemic or lock down, additional time may be provided):

- Completed claim form (this will be emailed to You following the receipt of Your claim).
- An original receipt showing payment and the original purchase invoice

**IF YOU WOULD LIKE TO OBTAIN A CLAIM FORM PLEASE CONTACT US
ON 0800 342 372 (Furniture Solutions NZ LTD)**

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Exclusions

While the Pellé Furniture Protection Plan provides outstanding protection, there are some items, faults and repairs that cannot be covered:

- Frames, soft fibre fill, foam and mechanisms;
- Any damage caused by the consumer during the assembly of ready to assemble (RTA) items;
- Repairs that are covered by the Manufacturer's warranty or as a result of a recall, regardless of the manufacturer's ability to cover such repairs;
- Any and all pre-existing conditions that occur prior to the effective date of the warranty and/or any Item sold used, "as is" or damaged;
- Any stain or damage occurring prior to or during delivery, or while the Items are in transit or storage;
- Damage from willful abuse, misuse, mishandling, unauthorised modifications or alterations to a covered Item, or failure to follow the manufacturer's instructions;
- External causes, including fire, theft, insects, vermin, acts of nature, illegal acts, war, terrorism, civil unrest, Acts of God or consequential loss of any nature;
- Incidental, consequential or secondary damages or delay in rendering service under this warranty, or loss of use during the period that the covered item is at an authorised service centre or otherwise awaiting parts;
- Any product used for commercial, institutional or rental purposes (excluding Air B&B);
- Failures that occur outside of New Zealand;
- Unauthorised repairs and/or parts;
- Any burns, stain, soiling or damage resulting from everyday use or that has built up over time, i.e. dirt, perspiration, hair, body or suntan oils and/ or lotions; signs of soiling or soil build up including darkened areas where the body comes into contact with the Covered Item(s);
- Stain or damage resulting from the use of cleaning products not approved by the manufacturer, mould, mildew, odour, stains or damage including but not limited to, that caused by a plumber, painter or other service or maintenance personnel;

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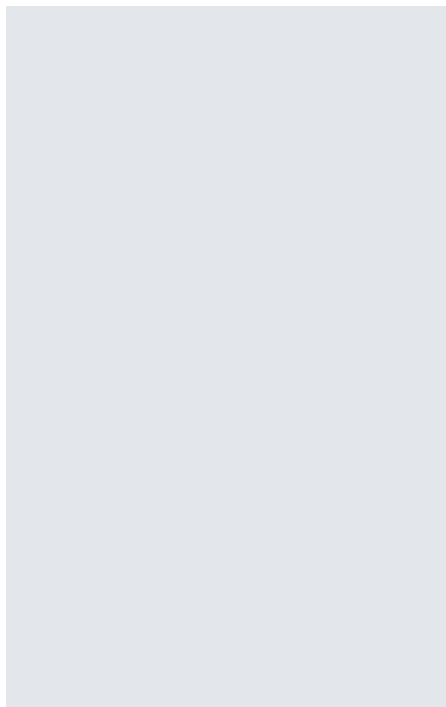
- Faults (excluding premature fading) which are not reported within fourteen (14) days of occurrence;
- Damage caused by pets or other animals;
- Wear-related repairs or damage, such as but not limited to, rust or corrosion, dust, normal wear and tear, stress tears, colour loss or cracking and peeling, splits on bi-cast leather, scratches;
- Non-colourfast or x-coded fabrics, natural markings on leather, such as healed scars, insect bites, brand marks or wrinkles, leathers with embossed patterns other than those simulating natural cowhide, non- bovine leathers, suede, nubuck and other buffed leathers;
- Damage caused by or attributable to unauthorised intruders;
- Premature fading occurring more than 2 years from the date of purchase;
- Improper or unauthorised alterations or modifications;
- Damage caused by use of the item for purposes other than which it was designed for;
- Risks voluntarily assumed after the item is known to be defective;
- Service call out costs as a result of user fault or where no claim is accepted; or
- Delivery / freight / and or postage costs relating to product replacement.

Note: The ownership of this Pelle fabric and leather protection plan is non transferrable.

Attach Your receipt here for safe keeping.

Your purchase receipt forms part of this agreement.

Your manufacturer's warranty term is months from Your date of purchase.



**THIS CARE PLAN IS PROVIDED BY
FURNITURE SOLUTIONS NZ LTD**

**It is a service contract between You
and Furniture Solutions.**

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