



# Warranty Policy

## IMPORTANT CONSUMER INFORMATION

TPCC's 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 for 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.

This warranty is given by **The Paper Cup Company Pty Ltd** ACN 110 975 696 of Factory B, 8 Adina Court, Tullamarine in the State of Victoria Tel: (03) 9335 1528, and is referred to as 'us', 'our' or 'TPCC'. This warranty is between us and the customer who acquires our goods and/or services, who is referred to as "you" and "your".

The terms of this warranty form part of TPCC's **General Terms and Conditions Of Supply**, available on our website <http://www.thepapercupcompany.com>

### 1. What This Warranty Covers

- (a) Subject to the exclusions noted in clause 3, this warranty covers:
  - (i) all paper cups for 30 days from the date of purchase.
  - (ii) all cup lids for 30 days from the date of purchase.

### 2. How to Make A Warranty Claim

- (a) All warranty claims must be made with us via email to [orders@tpccau.com](mailto:orders@tpccau.com)
- (b) A warranty claim must include the following particulars when emailed to us:
  - (i) Proof of purchase in the form of a receipt or invoice issued by us. This is required to assist us verify that the goods were purchased from us, the date of purchase and that you are the original purchaser.
  - (ii) A clear and concise statement outlining the alleged defect with the goods.
  - (iii) Several photos of the alleged defect.

Please note, that we require photos of:

- A. the damaged items,
- B. the carton label clearly showing all the details,
- C. delivery arrival docket,
- D. anything else that supports your claim.

- (c) Once we have received your warranty claim, either one of our distributors or us, will assess your claim and either:
  - (i) request that you ship/freight (with insurance) the good(s) back to a location (at your own cost) which either one of our distributors or us, can further assess the good(s), before making a final decision to accept your claim. Please note that we reserve our right to charge you a reasonable 'testing fee' in assessing whether the good(s) are defective; or
  - (ii) at our absolute discretion determine whether we accept your claim.
- (d) If we accept your warranty claim, you must at your own cost, arrange for the good(s) to be returned to our warehouse located at Factory B, 8 Adina Court, Tullamarine in the State of Victoria. The good(s) when returned:
  - (i) must be in the same condition as in the photos provided to us in your warranty claim; and
  - (ii) must include all manuals, accessories and packaging
- (e) Subject to your compliance with clause 2(d), you will be entitled to choose a refund OR repair OR exchange OR credit, which you must notify us via email to [orders@tpccau.com](mailto:orders@tpccau.com)
- (f) If you choose an exchange or repair:
  - (i) you will be required to pay the costs of having the replacement or repaired good(s) being shipped/freighted (with insurance) back to you.

### 3. What This Warranty Doesn't Cover

To the extent permitted by law, this warranty does not cover:

- (a) Goods which are not owned by the original purchaser.
- (b) Goods which we determine in accordance with clause 2(c) as not being defective.
- (c) Defects to goods which are not our fault.
- (d) Goods which have been tampered with and/or improperly modified, altered or repaired.
- (e) Defects to goods which arise as a result of misuse, which is use that is other than its intended use that it was designed for.
- (f) Defects to goods which are the result of:
  - (i) your negligence;
  - (ii) damaged caused as result of the goods:
    - A. being stored or handled inappropriately;
  - (iii) exposure to extreme temperatures, elements, damaging chemicals and any other abnormal conditions.
  - (iv) damage for which TPCC is not responsible for;
  - (v) damage caused by improper transportation of the goods;
  - (vi) you modifying the goods.

- (vii) This Warranty will not apply if the defect or fault has been caused or contributed or been a result of your failure to properly:
- A. use the Goods in accordance with the recommendations and instructions specified by us and/or any documentation we may provide you (including electronically) from time to time; or
  - B. care and maintain the Goods including (but not limited to) complying with the Care and Maintenance Instructions we may provide you (including electronically) from time to time.

## 4. Other Matters

- (a) We reserve our rights, at any time, to withdraw our acceptance of a warranty claim, in the event we are presented or come across new information in relation to your claim, which confirms in our reasonable belief, you are not eligible or entitled to a warranty claim.