
Warranty

Parties and Definitions

• Warrantor

Studio Tsukuru Pty Ltd, ABN 15 673 852 652, of 1/50 Rushdale Street, Knoxfield VIC 3180.

• Customer

The original purchaser of the Goods in Australia from Studio Tsukuru or an authorised reseller.

• Goods

Yakisugi products as described in the Quote or Order Form.

• Warranty Period

10 years from the Date of Purchase.

• Date of Purchase

The date of final payment for the Goods, as shown on the Customer's proof of purchase.

1. Scope of Warranty

1.1 Studio Tsukuru warrants that, during the Warranty Period, the Goods will be free from defects in materials and workmanship under normal use and in accordance with Studio Tsukuru's published instructions and specifications.

1.2 This warranty is a "warranty against defects" for the purposes of the Australian Consumer Law (ACL). It is in addition to, and does not limit, the Customer's statutory rights and remedies under the ACL consumer guarantees.

2. Warranty conditions

2.1 The Customer and the installer must follow Studio Tsukuru's published installation instructions, including:

- Proper ventilation and moisture barriers as specified.
- Maintenance of the Goods in accordance with Studio Tsukuru's care instructions.
- Storage and installation in accordance with the specifications.
- Moisture content of the framing substrate not exceeding 14% at installation.
- Appropriate finishing and ongoing maintenance.
- Retention of records of installation materials and methods for the Warranty Period.

2.2 Studio Tsukuru recommends installation by a carpenter or builder with experience in timber cladding. This warranty remains available to the Customer where installation has been carried out insubstantial accordance with Studio Tsukuru's written installation instructions. Where a departure from those instructions has contributed to the defect, Studio Tsukuru may decline the claim to the extent of that contribution.

2.3 Claims must be submitted in writing within the Warranty Period.

3. What Studio Tsukuru will do

3.1 If the Goods fail to comply with this warranty during the Warranty Period, Studio Tsukuru will, at its option and at no cost to the Customer:

- repair the Goods; or
- replace the Goods with the same or equivalent goods; or
- refund the price paid for the Goods.

3.2 Repaired or replaced Goods (or parts of them) are warranted for the balance of the original Warranty Period only.

3.3 Studio Tsukuru will bear the reasonable costs of the remedy as set out in clause 6.

4. Exclusions and limitations

4.1 This warranty does not cover:

- Natural wood characteristics and weathering of authentic Japanese cedar, including colour change and natural variation. These are inherent characteristics of the product.
- Normal wear and tear, or cosmetic changes that do not affect performance.
- Damage caused by accident, abuse, misuse, neglect, improper installation, unauthorised modifications or repairs, failure to follow instructions, or use with non-approved accessories or components.
- Damage resulting from external factors (including moisture ingress beyond stated ratings, corrosive environments where recommended corrosion-grade fixings have not been used) or events beyond Studio Tsukuru's reasonable control.
- Costs associated with gaining access to the Goods where they are installed in a location that reasonably prevents safe or ordinary access.

4.2 Nothing in this warranty excludes or limits any rights or remedies to which the Customer is entitled under the ACL. If the failure is a "major failure" for the purposes of the ACL, the Customer may elect a refund or replacement and claim compensation for any reasonably foreseeable loss or damage.

5. How to make a claim

5.1 To make a claim under this warranty, the Customer must:

- Cease using the Goods, where continuing use would cause further damage;
- Contact Studio Tsukuru during the Warranty Period using the contact details at clause 11, providing the Customer's name and contact details, a description of the issue, a copy of the proof of purchase, and photographic evidence of the defect; and
- Follow Studio Tsukuru's reasonable instructions for diagnosis, return, inspection, repair, or replacement.

5.2 Claims should be lodged as soon as practicable after the defect is detected.

6. Costs, return, and on-site service

6.1 Studio Tsukuru will be responsible for the Customer's reasonable expenses of making a claim under this warranty, including the reasonable postage, freight, or transportation costs of returning the Goods to Studio Tsukuru and of sending the repaired or replacement Goods back to the Customer, provided the Customer provides evidence of those expenses.

6.2 Where on-site service is reasonably required, Studio Tsukuru will cover reasonable travel and labour costs for metropolitan areas. For remote or regional locations, Studio Tsukuru may require return-to-base service or may charge reasonable additional travel costs. Those costs will be disclosed to and agreed with the Customer before service is performed.

6.3 If inspection reveals that the Goods are not defective, or that the defect is not covered by this warranty, Studio Tsukuru may charge the Customer the reasonable costs of inspection, testing, return delivery, and any on-site attendance, after notifying the Customer in advance.

7. Transferability

7.1 This warranty is provided to the original purchaser and is transferable to a subsequent owner of the Goods within the Warranty Period, provided that the subsequent owner presents the original proof of purchase and evidence of lawful transfer.

7.2 Notwithstanding clause 7.1, the Warranty Period is not extended or renewed upon transfer.

8. Replacement availability

8.1 Studio Tsukuru will use best endeavours to ensure that equivalent replacement product is available for a reasonable time after the Goods are supplied, subject to the continuing availability of Japanese supply.

8.2 Where equivalent replacement is not available, Studio Tsukuru will, at its option, refund the price paid for the affected Goods in accordance with clause 3.1.

9. Relationship with Australian Consumer Law

9.1 Mandatory wording:

"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."

9.2 This warranty is provided in addition to the rights and remedies you may have under the ACL and any other applicable laws.

10. Governing law

10.1 This warranty is governed by the laws of the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that state and of the Commonwealth of Australia.

11. Contact details for warranty claims

- Studio Tsukuru Pty Ltd, ABN 15 673 852 652
- Address: 1/50 Rushdale Street, Knoxfield VIC 3180
- Email: contact@studiotsukuru.com.au
- Telephone: +61 401 270 818
- Website: studiotsukuru.com.au
- Hours for claims and support: Monday to Friday, business hours (excluding public holidays)