
1. Care & Warranty - General

The Care & Warranty in this section 1 applies to Sculptures and decorative items designed and supplied by Lump Sculpture Studio, other than Corten Steel and Aluminum Planters. For Planters, please see Lump Sculpture Studio Care & Warranty for Corten Steel and Aluminum Planters in section 2 below.

At Lump Sculpture Studio we understand our Sculptures and decorative items when displayed outdoors, will be subject to harsh conditions and we have chosen the best possible materials and construction methods available to us. Your Lump piece has been designed to last long term and ongoing care and maintenance will ensure its longevity.

With time, each piece will age naturally. And each piece will vary in the maintenance required to keep it looking its best. Items in coastal areas or in chlorinated surrounds will require more frequent attention to maintenance and care as these environments tend to accelerate deterioration.

Lump Sculpture Studio offers a structural warranty for 5 years from the date of purchase covering defects in structural integrity and workmanship subject to the conditions set out below. The warranty will not apply to any items that have been subject to repair work prior to consultation with Lump Sculpture Studio.

The benefits of this Care & Warranty document are in addition to the other rights and remedies you have as a 'consumer' under section 3 of the Australian Consumer Law (**Consumer**) and a law in relation to the goods or services to which this warranty relates.

If you are a Consumer, this Care & Warranty document does not limit your rights as a Consumer under the Australian Consumer Law as set out in the section below headed 'Australian Consumer Law'.

Please note this warranty does not apply to:

- 1) Any Commissioned Item (as defined in our Terms of Trade) or item where the design was created by a third party, not by Lump Sculpture Studio.
- 2) Planters, please see **Lump Sculpture Studio Care & Warranty for Corten Steel and Aluminum Planters** in section 2 below.

Materials disclaimer and care and maintenance instructions

Corten Steel

Corten Steel is considered a weathering steel and its rusted surface acts as a protective barrier aiding the prevention of further corrosion. Certain environmental and physical factors may accelerate the corrosion of the Corten steel. Coastal areas and chlorinated environments as well as irrigation may accelerate the deterioration of the item. Maintain a dry environment, clean the item periodically and keep the item free of ponding water, pollutants and fallen debris.

Aluminum with Powder coated finish or Lump Faux paint effects

Aluminum is one of the most resistant materials to corrosion. A powder coated surface or Lump Faux paint effect further protects the material from corrosion. Items that are applied with a powder coated surface or Lump Sculptures Faux paint

finishes should be maintained in a dry environment, regularly washed and cleaned gently with mild soap and water removing pollutants, dirt, bird droppings and cobwebs. Use only mild cleaning agents, i.e. mild soap and water. Do not use solvents or alcohol-based cleaners.

Painted finishes, Powder coated finishes or Lump Faux paint effects on works displayed indoors or outdoors

A painted finish, powder coated surface or Lump Faux paint effect further protects the material from corrosion, but it is not a coverall. Specific items displayed indoors applied with these finishes should be regularly dusted to remove any dust or residue that may accumulate in the indoor environment. Only use a soft duster such as a feather duster to avoid scratching or marking the surface. If necessary, the item may be very gently wiped with a soft cloth dampened with very mild soap and water to remove dust or residue. Items displayed outdoors that are finished with a powder coated surface or Lump Sculptures Faux paint finishes should be maintained in a dry environment and regularly cleaned gently with mild soap and water removing ponding water, pollutants, dirt, bird droppings and cobwebs. Do not use abrasive cleaners, sprays, solvents or alcohol-based cleaners.

Stainless Steel

Stainless Steel is a strong and suitable material to be displayed outdoors but it is still susceptible to corrosion. Items should be maintained in a dry environment and gently washed regularly with mild soap and water. Commercial Stainless-Steel Cleaners may be used to remove spots ensuring the item has not been clear coated. Do not use steel wool or abrasives. Clear the item from ponding water pollutants and fallen debris. Tea Staining of Stainless Steel is common and a natural occurrence. Tea Staining does not affect the structural integrity of the material.

Brass

Brass is a strong and suitable material to be displayed outdoors. Unless clear coated, the surface will present with a tarnish. Certain environmental and physical factors may accelerate the tarnish and discoloration of the Brass. Coastal areas and chlorinated environments may accelerate the deterioration of the item. Maintain the item in a dry environment and wash down the item periodically with mild soap and water and keep the item free of ponding water, pollutants and fallen debris. Uncoated Brass may be polished using Commercial Brass Cleaners to remove spots. Do not use steel wool or abrasives.

Aluminum Composite Panel

Aluminum Composite Panel is one of the most resistant materials to corrosion. The coated surface should be regularly washed and cleaned gently with mild soap and water removing pollutants, dirt, bird droppings and cobwebs. Use only mild cleaning agents, i.e. mild soap and water. Do not use solvents or alcohol-based cleaners or abrasives.

Lump 3D Feature Panel

Lump 3D Feature Panels are water-proof in raw form. The surface is slightly pliable, and care must be taken not to cause indentations. The coated surface should be regularly washed and cleaned gently with mild soap and water removing pollutants, ponding water, dirt, bird droppings and fallen debris. Use only mild cleaning agents, i.e. mild soap and water. Do not use solvents or alcohol-based cleaners or abrasives.

Galvanized Steel

Galvanizing is an industrial coating used to protect raw steel from corrosion. The coating will not protect any area of steel from corrosion where the coating is broken. The finish is irregular in texture and colour and is a direct result of the industrial coating process. Even when the galvanizing coating has been painted or powder coated the items still require

a mostly dry environment and regular maintenance to clear the item from pollutants, ponding water and fallen debris.

2. Care & Warranty for Corten Steel and Aluminum Planters ('Planters')

At Lump Sculpture Studio we understand our Planters when displayed indoors or outdoors, will be subject to harsh conditions and we have chosen the best possible materials and construction methods available to us. Your Lump Planter has been designed to last long term and ongoing care and maintenance will ensure its longevity.

Lump Sculpture Studio offers a structural warranty for Planters for 1 year from the date of purchase covering any defects in structural integrity and workmanship subject to the conditions set out below. The warranty will not apply to any items that have been subject to repair work prior to consultation with Lump Sculpture Studio.

The benefits of this Care & Warranty document are in addition to the other rights and remedies you have as a 'consumer' under section 3 of the Australian Consumer Law (**Consumer**) and a law in relation to the goods or services to which this warranty relates.

If you are a Consumer, this Care & Warranty document does not limit your rights as a Consumer under the Australian Consumer Law as set out in the section below headed 'Australian Consumer Law'.

With time, each piece will age naturally. And each piece will vary in the maintenance required to keep it looking its best. Items in coastal areas or in chlorinated surrounds will require more frequent attention to maintenance and care as these environments tend to accelerate deterioration. Constant irrigation, ponding water, abrasive fillings and aggressive root systems also tend to accelerate corrosion. Maintaining a dry environment, care when filling the planter and plant choice as well as cleaning and maintenance will support its longevity.

Materials disclaimer and care instructions

Decorative Finishes

Powder coated finishes and Lump Faux Paint Effects are decorative finishes that are suitable as protective finishes for indoor and outdoor applications but are not to be considered 100 % effective corrosion protection. Powder coated finishes and Lump Faux Paint Effects are not guaranteed against scratching, scuffing, chipping and fading.

The warranty does not cover variances in color, shade or gloss levels of powder coated items or Lump Faux Paint effects.

Powder coated finishes and Lump Faux Paint Effects are not guaranteed against corrosion when subjected to coastal or chlorinated or irrigated environments. Corrosion spots and weld joints at bases may become apparent on decorative finishes in aluminum or steel items. They do not affect the structural integrity of the item and are not covered by the Lump Sculpture Studio warranty.

Corten Steel

Corten Steel is considered a weathering steel and its rusted surface acts as a protective barrier aiding the prevention of further corrosion. Certain environmental and physical factors, coastal areas and chlorinated environments may accelerate the deterioration of the item. Maintain a dry environment and wash down the item periodically keeping the item free of ponding water, pollutants and fallen debris.

Aluminum with Powder coated finish or Lump Faux paint effects

Aluminum is one of the most resistant materials to corrosion. A powder coated surface or Lump Faux paint effect further

protects the material from corrosion. Items that are applied with a powder coated surface or Lump Sculptures Faux paint finishes should be maintained in a dry environment and regularly washed and cleaned gently with mild soap and water removing ponding water, pollutants, dirt, bird droppings and cobwebs. Use only mild cleaning agents, i.e. mild soap and water. Do not use solvents or alcohol-based cleaners.

Tanking

Tanking is a waterproof membrane that may be purchased as an optional extra when ordering your custom planter. The membrane is applied as a protective coating and assists in further protecting the material from corrosion. Care must be taken when filling the planter as the membrane may be compromised by scratches, scuffing and chipping. Abrasive fillers, aggressive root systems and constant irrigation and ponding water will compromise the membrane and contribute to corrosion.

3. Warranty Covers and Exclusions

These coverage and exclusion terms apply to the warranties offered in both sections 1 and 2 above. Whilst thoughtful attention is taken to select the best materials and coatings to ensure the longevity of your selected item, there is no guaranteed protective coating against all aspects of corrosion. Environmental locations, physical elements and the care and maintenance schedule play the primary roles in the longevity and natural wear and tear endured by the item.

Powder coated finishes and Lump Faux Paint Effects are decorative finishes that are suitable as protective finishes for indoor and outdoor applications but are not to be considered 100 % effective corrosion protection. Powder coated finishes and Lump Faux Paint Effects are not guaranteed against scratching, scuffing, chipping and fading.

The warranty does not cover variances in color, shade or gloss levels of powder coated items or Lump Faux Paint effects.

The warranty does not cover problems that arise because of the expected degradation or corrosion identified, including acceleration caused by environmental conditions, identified in the materials disclaimer above.

The warranty does not cover problems that arise because of failure to follow the care and maintenance instructions above.

Powder coated finishes and Lump Faux Paint Effects are not guaranteed against corrosion when subjected to coastal, irrigated or chlorinated environments. Corrosion spots and weld joints at bases may become apparent on decorative finishes in aluminum or steel items. They do not affect the structural integrity of the item and are not covered by the Lump Sculpture Studio warranty.

Lump Sculpture Studio guarantees frame work for Sculptures and decorative items (other than planters) against structural defects for 5 years including works completed in Corten Steel, Stainless Steel and Aluminum. The corrosion of listed materials and steel parts including tea staining due to irrigation, coastal locations and chlorinated environments are not covered under warranty.

The warranty does not cover damage from mishandling, misuse, mechanical or chemical damage, or damage sustained

from poorly designed landscaping and construction including previous substrates or paint systems.

The warranty does not cover damage from fair wear and tear including but not limited to natural aging of the item, chipping, cracking, crazing, impact damage, accidental damage, scuffing, scratching, customer mishandling and fading.

The Warranty does not cover corrosion developing from scratches, chipping or general wear and tear. Including corrosion spots at weld joints that do not affect the structural integrity of the item.

The warranty does not cover damage caused by ponding water, pollutants and fallen debris. Including corrosion developing as a result of irrigation, coastal areas or chlorinated environments.

The warranty does not cover change of mind if the customer does not like the item post receipt of delivery.

The warranty does not cover transportation costs incurred in collecting or transporting an item for return, replacement or repair.

If an item is to be collected for return, replacement or repair, the warranty does not cover the costs of any works or labour required to de-install or otherwise prepare the item for collection and transport (including removing stands, fixtures, soil or plants).

The warranty does not include damage sustained by external causes outside Lump Sculpture Studio control including but not limited to, pollution, heating, neglect, fire, war, riot, vandalism, industrial action, and adverse weather conditions such as hail storm, sand storm, flood or wind.

The warranty will be void if the item has been subject to any repair work without the consultation of Lump Sculpture Studio.

4. Eligibility and process for claiming our Warranties

To be eligible to claim a warranty under this Care & Warranty document, you must be the original purchaser and otherwise meet all requirements to claim set out in the relevant warranty.

To claim a warranty given in this Care & Warranty document:

1. Your claim must be made within the time frame specified in this document for the relevant warranty.
2. You must notify us in writing (to our postal or email address listed in this document) that you are intending to claim a warranty with details of the fault, defect or issue.
3. You must provide us with copies of your original order documentation including original invoice and written quotation and photographic evidence of the fault, defect or issue which you consider entitles you to claim under the relevant warranty.
4. You agree to give us an opportunity to inspect the Sculpture(s) we have provided within a reasonable time frame.

You agree to bear the costs of transportation, de-installation and preparation for collection involved in claiming this warranty as set out in section 3 above. Provided the item is covered by the relevant warranty, we will bear all other costs associated with a warranty given in this Care & Warranty document.

5. Australian Consumer Law

Section A: Goods / services of a kind ordinarily acquired for personal, domestic or household use

The following applies to you if you are a Consumer for the purpose of the Australian Consumer Law and the good(s) and/or service(s) we provide to you are of a kind ordinarily acquired for personal, domestic or household use or consumption:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Section B: Goods / services not of a kind ordinarily acquired for personal, domestic or household use

If you are a Consumer for the purpose of the Australian Consumer Law, but the good(s) and/or service(s) we provide to you are **not** of a kind ordinarily acquired for personal, domestic or household use or consumption, our goods or services come with guarantees that cannot be excluded under the Australian Consumer Law, but our liability for breach of the consumer guarantees under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to the following:

in relation to goods (at our election),

- replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; or

in relation to services, (at our election) the cost of supplying the services again or the payment of the cost of having the services supplied again.

This limitation does not apply if it is not fair or reasonable for us to rely on this limitation, in which case **section A** above applies (regardless of whether or not the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption).