



KJ MUSIC
ESTABLISHED 1938

K J Music

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**Kurt Jacob & Co. Pty. Ltd ("KJ Music", "we", "us", "our") Limited 3-Year Warranty:
Brass and Woodwind instruments.**

**IMPORTANT: FOR ANY GOODS SOLD ON OR AFTER 1 JANUARY 2012, THIS WARRANTY APPLIES
AND REPLACES ANY WARRANTY SUPPLIED WITH THE GOODS.**

Warranty against defects

This Warranty is in addition to and does not limit, exclude or restrict your rights under the Competition and Consumer Act 2010 (Australia) or any other mandatory protection laws that may apply. To the extent we are able, we exclude all other conditions, warranties and obligations which would otherwise be implied.

KJ Music warrants goods we distribute to be free from defects in materials and workmanship for the warranty period from the date of sale to the original retail consumer/purchaser ("the Original Purchaser", "you") whilst the goods are owned and used by the Original Purchaser.

If an item is found to be defective under the terms of the warranty KJ Music will, at its expense and at its option:

Repair the item, or

Replace the item or supply an equivalent item, or

Pay the cost of such repair or replacement.

Subject to the availability of new parts, refurbished parts may be used to repair the item – you will be notified of this in advance of such repairs being carried out. We warrant any replacement parts for the remainder of the period of warranty for the goods into which they are incorporated. This excludes consumables such as reeds, pads, corks, felts and strings.

For repairs outside the warranty period, we warrant our repairs to be free from defects in materials and workmanship for three months from the date of the original repair. We agree to re-repair or replace (at our option) any materials or workmanship which we are satisfied are defective.

We warrant that we will perform services with reasonable care and skill and agree to investigate any complaint regarding our services made in good faith. If we are satisfied that the complaint is justified, and as our sole liability to you under this warranty (to the extent permitted at law), we agree to supply those services again at no extra charge to you.

To make a warranty claim you must, before the end of the applicable warranty period and at your own cost, return the goods you allege are defective to the place of purchase. You must also provide written details of the defect, and provide an original or copy of the sales invoice or some other evidence showing details of the transaction including your name, the make, model and serial number (if any) of the item.

If we determine that your goods are defective under the terms of the warranty, we will pay for the cost of returning the repaired or replaced goods to you, and reimburse you for your reasonable expenses of sending your warranty claim item to us.

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 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.

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Special notes:

It should be noted that any defects in materials and/or workmanship should be apparent at the time of purchase or within a few days of purchase. Please inspect goods thoroughly at the time of purchase. Musical instruments are delicate by nature and may easily go out of proper adjustment when handled by inexperienced players or during transportation, even when in the case.

It is most important that you communicate immediately with your retailer or us about any perceived problems. Most problems can be fixed very quickly by us or our authorised dealers.

Please keep your proof of purchase documents to expedite any warranty claims or queries.

Special conditions for wooden instruments:

In the case of wooden clarinets or other wooden wind instruments, the body is guaranteed against cracking for a period of 1 year from the purchase date, provided that the instrument has not been subjected to extremes of temperature and/or humidity and has been maintained in accordance with the advice available on our website at <http://www.kurtjacob.com.au/Clarinets.html#InstrumentCare>. The exceptions listed below also apply.

If a section of the body needs to be replaced after cracking, it should be noted by the Original Purchaser that a new body section with matching serial number is supplied by the manufacturer without keys attached. The keys from the original body section will be fitted to the new body section and the parts aligned with and fitted to the other body sections at our expense. It should also be noted that both of these operations are by nature time-consuming, but that every effort will be made to repair goods under warranty in a timely manner. We cannot reasonably be held responsible for the time taken to manufacture a new part and to ship it to Australia from overseas.

It should also be noted that some mouthpieces made of hard rubber or other materials can cause tarnishing or discolouration of silver-plated parts and keys. Any mouthpiece not supplied by the manufacturer should be stored and carried separately from the instrument in order to avoid such tarnishing or discolouration.

This warranty does not cover:

Normal wear and tear;
Goods modified or altered in any way;
Repairs performed other than by our authorised representative – please contact us to find an authorised repairer in your area;
Damage, defects or deterioration resulting from misuse, accident, wilful abuse, impact, abnormal use or neglect;
Loss or theft of goods;
Goods where the serial number has been removed, tampered with, altered or made illegible;
Discolouration, chipping, flaking, shrinking and wear of lacquered finishes due to contact with skin, jewellery, etc;
Discolouration of plated finishes caused by excessive polishing or pressure or contact with skin, jewellery or other objects;
Setups, adjustments or routine maintenance of any kind by you, including replacement of pads, corks, felts, springs, strings or similar consumable items;
Batteries (or other items provided by any party other than the manufacturer of the goods) supplied with goods;
Goods which have been hired out to any third party;
Goods purchased from any unauthorised retailer or distributor;
Goods purchased from any retailer or distributor outside Australia;
Goods that have been exposed to extremes of temperature and/or humidity or to direct sunlight;
In the case of digital equipment, the loss of any user-generated or -stored data – such goods are returned to factory settings as part of repair or replacement.

Products covered by this 3-year warranty:

Trevor James instruments only.

NB: Cases are warranted to be free of defects in materials and workmanship for a period of 90 days.