

PART I GENERAL TERMS AND CONDITIONS

The New Zealand Consumer Guarantees Act (1993) as well as other laws in the jurisdiction guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of *Trendy Mirrors* consumer products sold in New Zealand.

For products sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43 (2) of the New Zealand Consumer Guarantees Act.

You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality. You are also entitled to a replacement or refund for a major failure of the goods and compensation for any other reasonably foreseeable loss or damage. What constitutes a major failure is an objective test of reasonableness and not necessarily an individual consumer's point of view.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other laws. This Warranty gives you additional protection for your Trendy Mirrors consumer product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

I. Coverage and Application

- A. Trendy Mirrors Limited, of 174 Wordsworth Street, Sydenham, Christchurch warrants that your Trendy Mirrors consumer product:
 - is of acceptable quality;
 - does not have a latent defect.
- B. For the purpose of this Warranty, a "Trendy Mirrors consumer product" is a hardware product which:
 - was manufactured by or on behalf of Trendy Mirrors; and
 - is used in a normal domestic environment, not a commercial environment ; and
 - bears a trade mark owned or used by Trendy Mirrors; and
 - was sold by an Authorised Reseller or Distributor of Trendy Mirrors;and
 - was purchased in New Zealand,

but does not include any hardware which is packaged or sold with a Trendy Mirrors product unless that is itself a Trendy Mirrors product or, that item is incorporated into the Trendy Mirrors product.

II. Warranty Period

- A. The period during which this Warranty is in effect will depend upon the Trendy Mirrors product to which it relates. The products and relative warranty periods are as follows:

1. Mirrox Bathroom Mirrors, mirror demisters, Painted Glass splashbacks
 - 5 Year Warranty for Residential / domestic use only (excludes glue fix mirrors, see below)
 - 2 Year Warranty - Commercial use (*defined below)

- 1.a Mirrox glue fixed mirrors
 - 2 Year Warranty – Residential or Commercial use (*defined below)

2. Precision Frameless Bathroom Mirrors- 3 Year Warranty – domestic use only
 - 3 Year Warranty for Residential / domestic use only
 - 1 Year Warranty - Commercial use (*defined below)

3. Mirrox LED Light mirrors & components of the mirror
 - 3 Year Warranty for Residential / domestic use only
 - 2 Year Warranty - Commercial use (*defined below)

4. Magnify Mirrors and Portable LED Makeup Mirrors
 - 2 Year Warranty

5. Design Mirrors Glass on Glass Range mirror / French, Italian, Spanish and English collection mirrors (excludes Precision ranged, see below)
 - 3 Year Warranty for Residential / domestic use only
 - 2 Year Warranty - Commercial use (*defined below)

6. Precision ranged glass on glass mirrors and Precision ranged framed mirrors
 - 2 Year Warranty for Residential / domestic use only
 - 1 Year Warranty - Commercial use (*defined below)

7. Trendy Glass Splashbacks
 - 5 Year Warranty for Residential / domestic use only
 - 2 Year Warranty - Commercial use (*defined below)

*Commercial uses means activities carried out on property developed for industry, commerce, trade, recreation, or business or being developed to be occupied for such purposes

- In all cases the commencement date for the period is the actual day of purchase, as reflected on the Authorised-Reseller's or Distributor's invoice / receipt provided to you. The period during which each Trendy Mirrors product which is the subject of this Warranty is covered by this Warranty is identified in Part II of this Warranty.

III. Warranty Claim

- A. If you consider that the Trendy Mirrors consumer product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under New Zealand Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.
- B. Except where an International Product Warranty has been provided with your Trendy Mirrors consumer product, warranty service will only be provided in the specific country where the Trendy Mirrors consumer product was originally purchased. For example, if you have purchased the Trendy Mirrors product within New Zealand, warranty service will be limited to New Zealand only
- C. If you purchased this product in New Zealand and wish to make a claim under this Warranty, you should:
 - contact 03 3434 644
 - email sales@trendymirrors.co.nz
- D. When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Trendy Mirrors product, whether in person, by email or by fax. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.
- E. You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to Trendy Mirrors within the Warranty Period, although you may have statutory rights outside of the Warranty Period.
- F. If, following receipt of a claim under this Warranty, Trendy Mirrors or its agent determine that your claim in respect of a Trendy Mirrors product is valid (having regard to the terms of Part II of this Warranty), and:
 - (a) if the goods can be repaired and the failure to comply with the warranty is not a major failure or a failure of substantial character, Trendy Mirrors or its agent will either repair the Trendy Mirrors product or, if authorised by Trendy Mirrors, pay you for the cost of a repair of the Trendy Mirrors product, or replace the Trendy Mirrors product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Trendy Mirrors' statutory obligations and at no cost to you. Goods presented for repair may be replaced by refurbished goods of the same type with equal or greater functionality rather than being repaired. Refurbished parts may be used to repair the goods; or
 - (b) if the goods cannot be repaired or the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require Trendy Mirrors to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.
 - The standard Trendy Mirrors warranty periods are set out by product type in the tables in Part II of this Warranty, although each claim is assessed on its own merits and you may have statutory rights outside of the Warranty Period. If Trendy Mirrors provides you with either a replacement or refund, you immediately transfer ownership in the original Trendy Mirrors product or part to Trendy Mirrors. If Trendy Mirrors repairs the goods, you immediately transfer ownership in any residual

parts to Trendy Mirrors. Any such resolution by Trendy Mirrors of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

- (G) If, following receipt of a claim under this Warranty, Trendy Mirrors or its agent determine that your claim in respect of a Trendy Mirrors product is invalid, Trendy Mirrors may charge you for any labour, parts or transport costs incurred by Trendy Mirrors or its agent in assessing your claim.

IV. Warranty Transferability

- A. This Warranty is transferable to a subsequent owner of a Trendy Mirrors consumer product, in the event of the sale of that product, provided that Trendy Mirrors is informed in writing within a reasonable time of the sale of the subsequent owner's name and contact details, such notice to be provided to Trendy Mirrors as follows:
 - sales@trendymirrors.co.nz - for customers in New Zealand.
- The notice should identify the name of the previous owner of the Trendy Mirrors consumer product, place and date of purchase, model, make invoice. The effective transfer of this Warranty does not otherwise alter the terms of this Warranty in any way.
- B. In cases of authorised product or part replacement of the original purchased Trendy Mirrors product, the replacement Trendy Mirrors product or part will be covered for the remainder of the original Warranty Period.

V. CARRY -IN REPAIRS

- A. If you wish to make a claim in relation to a Trendy Mirrors product, please bring, or send, that Trendy Mirrors product to 174 Wordsworth Street, Sydenham, Christchurch, the cost of which will be borne by Trendy Mirrors if your claim is determined to be valid pursuant to Part I of this Warranty. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product

Trendy Mirrors will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.

- B. If you believe that it is not reasonable for you to bring or send the Trendy Mirrors product to 174 Wordsworth Street, Sydenham, Christchurch, Trendy Mirrors will liaise with you to determine the best way in which to inspect and, if necessary, repair the Trendy Mirrors product the subject of the claim under this Warranty.

VI. WARRANTY EXCLUSIONS

- A. This section identifies what is excluded under this Warranty.
- B. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the New Zealand Consumer Guarantees Act (as applicable) and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
- C. This Warranty does not extend to loss caused by normal wear and tear, fire, water theft, vermin or insect infestation.

- D. This Warranty does not cover

Any damaged or defective goods which have been installed or associated costs with installed damaged or defective goods, such as removal, electrical costs. Goods must be inspected prior to installation & not installed if defective.

Any mirrors which are installed flush onto a basin / vanity and or any circumstances where the mirror is used as a splash back.

Any mirrors installed where water can splash onto the mirror and any mirror installed less than 150 mm up from the vanity.

Painted glass splash back colour fading.

Annealed (not toughened) glass / mirror used in a kitchen.

Glass or Mirror type used in any situation which does not conform to AS/NZ 2208 standards.

Any mirrors installed within sea spray zone D / Coastal areas with high risk of wind blown sea-spray salt deposits defined as “includes all areas within 500 m of the coast including harbours, 100 m from tidal estuaries and sheltered inlets, all offshore islands”.

Mirrors installed outside including mirrors under shelter.

- E. This Warranty does not cover damage caused by:

- misuse or abusive use of the Trendy Mirrors product, including physical abuse, personal handling, or installation of goods
- damage caused by normal wear and tear
- spontaneous or otherwise unknown breakages.
- incorrect operation or not following the operation instructions (as stated in the manufacturer's instructions provided with the Trendy Mirrors product);
- improper installation;
- incorrect or improper maintenance or failure to maintain the Trendy Mirrors & Glass product;
- failure to clean or improper cleaning of the product;
- glass or chemical cleaners;
- adverse external conditions such as acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Trendy Mirrors' control;
- exposure to excessive heat, moisture or dampness;
- water damage;
- exposure to abnormally corrosive conditions;
- use of non authorised/non-standard, defective or incompatible parts;
- repair, modification or other work carried out on the Trendy Mirrors product other than by Trendy Mirrors staff or an approved repair Person nominated by Trendy Mirrors.

- F. This Warranty does not cover Trendy Mirrors products purchased in an auction

- G. If the Trendy Mirrors product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.
- H. This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.
- I. To the extent permitted by law, this Warranty does not cover Trendy Mirrors products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory-applied serial number and IMEI number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).
- J. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. Please note that the repair of goods may result in loss of data.
- K. This Warranty does not cover any defects not notified to Trendy Mirrors within the Warranty Period of 7 days, however, you may also have statutory rights outside of the Warranty Period.