


 Date: 22nd March 2016

Warranty terms and conditions

Warranty – Standard for Australian Conditions

Nugen	10 Years	Cleanline	2 Years
Flostop	10 Years	Duralab	2 Years
Anti Ligature	2 Years	Axion® by Gentec	5 Years
Flomix	5 Years	Ecosafe	2 Years
Tempset	2 Years	Comcare	5 Years
Smartec	2 Years	Actec	2 Years
Jetflo	2 Years	Outlets	2 Years

Introduction

Our goods come with an express Manufacturer's Warranty and (where applicable) guarantees under Australian Consumer Law.

Australian Consumer Law

Australian Consumer Law will apply to this Agreement if the Services or goods acquired from us:-

- (a) cost less than \$40,000; or
- (b) are normally acquired for personal, domestic or household use.

Australian Consumer Law will not apply if the goods are used for resale purposes or to be used up in the process of manufacturing other goods or providing other services.

If Australian Consumer Law applies, then 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

Manufacturer's warranty

In addition to any rights you may have under Australian Consumer Law, our goods come with an express Manufacturer's Warranty. The terms of this warranty are set out in the enclosed Manufacturer's Warranty Booklet. Please read this document carefully, as it could have important guidelines of the use and treatment of the goods in question. A failure to properly comply with those guidelines could void your Manufacturer's Warranty.



The Manufacturer's Warranty is a contractual guarantee and does not override any guarantee implied by the Australian Consumer Law. You may be entitled to a remedy under the Australian Consumer Law that is not set out in the Manufacturer's Warranty.

Making a claim

If you wish to return the goods or have them repaired or replaced because you believe they are of unacceptable quality or because of a major failure, either:-

- (a) bring or send them to one of our service locations or sites (call us for details). If the cost of returning the goods to us is significant because of the nature of the failure or because of the size or height of the goods, we will collect the goods from you within a reasonable time of you giving us notice. If the cost of returning the goods to us is not significant, you are responsible for this cost (although, you are entitled to compensation for reasonably foreseeable costs incurred because of the defect, including the cost of returning the goods to us for repair, replacement or return) ; or
- (b) call us to arrange an inspection.

If, after inspection, we reasonably determine that the defect or failure in the goods is due to something not covered by the terms of the Manufacturer's Warranty nor Australian Consumer Law (as listed at the "What is not covered" section below) then:-

- (a) you will be responsible for the reasonable costs involved in us inspecting (and, where applicable, returning) the goods; and
- (b) where reasonably possible, we will notify you to give you the option of paying for a repair or replacement (however, we have no obligation to do so). We will also provide you with all relevant information associated with obtaining a repair or replacement of the good (including the costs involved and how the repair or replacement will be performed).

Please note that you have a duty to mitigate your loss in relation to a warranty claim. You must notify us of major failures in the goods within 3 business days of you becoming aware of such major failure. If you fail to notify us within this timeframe, then we disclaim all liability for consequential or indirect loss as well as losses of revenue or profits. This is because we need to respond urgently to major failures in order to minimise consequential damage to you or your premises (such as water damage).

What is not covered

Defects, failures or other matters regarding the goods are not covered by either the Manufacturer's Warranty or the Australian Consumer Law guarantees where due to:-

- (a) an act, default, omission or representation made by some other person, excluding Gentec or its manufacturer (for example, damage caused by the misuse or mistreatment of the good by the customer or someone else);
- (b) without limitation to (a) above, a failure to install the goods in accordance with any plumbing codes of practice prescribed by an Australian Federal or State Government body or organisation (including regulators); or
- (c) a cause independent of human control that occurs after the goods left our control.

In the case of the manufacturer's warranty, the manufacturer's warranty will not cover anything excluded by the enclosed Manufacturer's Warranty Booklet.

Neither the Manufacturer's Warranty nor the Australian Consumer Law guarantees apply to changes of mind.

