

Everhard Industries Pty Ltd ACN 009 690 859 (**Everhard Industries**) offers You a warranty against defects for the Products on the terms of this document (**Warranty**).

DEFINITIONS

In this Warranty:

- Part** means all internal components including inlet and outlet valves, rubber seals, seat and fixings, and
- Products** buttons supplied by Everhard Industries
- Product** means a Part Product and/or a Suite Product which is sold with this Warranty within its packaging
- Suite Products** means vitreous china, plastic cisterns and vitreous china pans manufactured by Everhard Industries
- You** means a person that purchases the Products for their own personal, domestic or household use and any person (such as a builder, developer or plumber) that purchases the product for use in a new building but does not include any other person that purchases the Product for resale or resupply

WARRANTY PERIOD

In addition to Your rights and remedies under a law in relation to the Product, Everhard Industries offers You a warranty that the Product will be free from defects for the following periods (Warranty Periods):

- Suite Products** 5 year replacement product | 1 year labour
- Parts Products** 1 year replacement product | 1 year labour

Each Warranty Period above commences on the date of purchase or, where the Product is installed in a new building, the date of handover in the building's warranty period. For clarity, if the Product is installed in a building that is not a new building (for example as part of renovation work), the Warranty Period for that Product will commence on the date of purchase of that Product.

WARRANTY CONDITIONS

Subject to compliance with the terms of this Warranty, Everhard Industries will supply a replacement Product where Everhard determines that a fault in the Product has been caused by faulty manufacture or faulty materials used in the manufacture of the Product.

This Warranty does not apply to any defect caused or contributed to by any one or more of the following:

- accidental damage, abuse, misuse or mistreatment
- abnormal stresses on the Product beyond its designed purpose
- harsh or severe conditions
- improper use of cleaners or chemicals
- installation that did not follow the Everhard Industries installation guidelines or instructions
- excessive water pressure or temperature that is higher than what is outlined in Everhard Industries' current installation procedures (AS/NZS 3500:1-2003 clause 3.3.4 specifies 500KPA maximum water supply pressure at any outlet within a building for new installations)
- the Product was not installed by a competent and licensed plumber
- unapproved modifications were made to Products
- damage to Product and Product finishes resulting from installation
- interference with or attempts to repair the Product after the Product has been installed
- Note: It is the installer's responsibility to ensure that the product is not damaged and is free of any visible faults prior to installation

This Warranty only applies to You and is not transferable from You to any other person.

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.

HOW TO MAKE A WARRANTY CLAIM

All claims under this Warranty must be made within 14 days of You becoming aware of a suspected defect in the Product (Claims Period). Any claim under this Warranty that is made outside the Claims Period will not be accepted.

To make a claim under this Warranty, You must provide us with the following (Claim Documentation):

- copy of proof of purchase (ensuring the date of purchase is visible);
- Your name, contact details and address;
- description of the claimed defect;
- if visible, a photo of the defect;
- if the Product has been installed, written evidence (such as an invoice) that the Product was installed by a licensed plumber (if requested by Everhard Industries); and
- if the Product has been installed in a new Building, the date of installation, address where the Product is installed and the Handover Documentation for the Building which shows the date of handover for that building

If requested by Everhard Industries, You must also provide us with the original copy of the proof of purchase receipt and Handover Documentation.

You must meet the costs of making the Warranty claim, including any postal, phone, facsimile and email communication costs incurred by You.

UNINSTALLED PRODUCTS

If the Product has not been installed, it should be returned to the place of purchase with the Claim Documentation and You should advise the place of purchase that you wish to make a claim under this Warranty. You must arrange and meet the cost of transporting the Product to the place of purchase.

INSTALLED PRODUCTS

If the Product has been installed, please contact Everhard Industries Customer Service on 131 926 or by email info@everhard.com.au

For installed Products, Everhard Industries may (subject to Your agreement) arrange for a company representative to attend the place of installation, examine the Product and assess whether the Warranty Conditions have been met. Where Everhard Industries or its company representative determines that the Product is defective under the terms of this Warranty, Everhard Industries will at its election supply, or cover the costs of supplying, a new Product (or equivalent Product if the same Product is no longer available or manufactured). Note: if the fault is clearly visible and should have been noticed at the time of installation, costs involved in the removal and reinstallation are not covered by Everhard Industries. You must ensure that any Product supplied by Everhard Industries under this Warranty is installed at Your cost by a competent and licensed plumber unless Everhard Industries agrees to pay the cost of having the Product installed as part of the Warranty claim. Where Everhard Industries or its company representative determine that the fault was caused by incorrect installation (including installation by a person that is not a competent and licensed plumber), or a failure to follow Everhard Industries' installation and use guidelines or the claim is otherwise excluded by the terms of this Warranty, Everhard Industries will not supply any replacement Product under this Warranty and reserves the right to charge You a service fee for attending the location of the installed Product and assessing the Warranty claim. The service fee payable by you in such circumstances will be quoted to You by the Everhard Industries Service Department.