

# Product Warranty

# Essentials

## Warranty Provider

Tradelink Pty Limited ABN 29 000 003 832 of 1051 Nudgee Rd Banyo QLD 4014, (Tradelink) offers warranties on each of the Products set out in Schedule A (Product(s)) for the warranty periods specified, the details of which are set out in this document (**Essentials Warranty**). This Essentials Warranty is effective as of **15<sup>th</sup> June 2022** and supersedes and replaces any previous version of this document. Contact details for Tradelink are 1800 228 476, and the mailing address above.

## Essentials Warranty

This Essentials Warranty only covers the Products set out in **Schedule A**. This Essentials Warranty does not extend to items that You have selected outside this range. Your Essentials Warranty commences from the date of purchase of Your Product (or, for new buildings, on the date of handover) for the relevant period set out in Schedule A and is valid for **Products purchased on or after the 1st March 2014**. The Essentials Warranty only applies to You if You are the original purchaser of the Product. It is not transferable.

## What We will do

Subject to the terms and exclusions contained in this Essentials Warranty document, where a genuine manufacturing defect arises in Your Product during the course of normal Domestic Use or Equivalent Commercial Use within the warranty period set out in Schedule A, Tradelink will, at its election, repair the defect (without cost to You for labour or replacement parts) or replace the Product.

If an Essentials Warranty service call finds that your Product does not have a genuine manufacturing defect, Tradelink reserves the right to charge you a service fee. Tradelink reserves the right to provide You with replacement parts or components as 'parts only'.

## How to make a warranty claim

As soon as possible, contact the Tradelink branch where the Product was purchased, as shown on Your Tradelink Tax Invoice. Your nearest Tradelink showroom can be contacted on **1800 BATHROOM (1800 228 476)**. The following must be supplied to Tradelink with Your claim:

- Tradelink Tax Invoice or equivalent Proof of Purchase; and
- Your contact details; name, address, phone number and email; and
- A photo of Your Product showing the defect in question (if applicable);

**If the Product has not been installed, the Product can be returned with proof of purchase to the place of purchase.** Installed Products are warranted for genuine manufacturing defects arising in Your Product during normal domestic use for the warranty period. Our manufacturer's warranty does not cover Products that are incorrect, installed with pre-existing damage or missing parts. You must bear your own costs in making a warranty claim. However, if the cost of returning any defective Product is unreasonable, contact Tradelink so that We can arrange a collection, if appropriate.

## SCHEDULE A: PRODUCT WARRANTY AND WARRANTY PERIODS

Essentials Product sold after 1st March 2014 (Exclusions Apply)	
Category	Warranty Periods
<b>Mixers</b>	5 years - mixer cartridge, mixer body, aerator, nylon braided flexible hoses, spout, handle, and chrome finish 2 years - handpieces and pull-down/out hoses, PVD and electroplate finishes 1 year - seals and labour
<b>Three Piece Tapware</b>	5 years - ceramic disc SBAs, spindle SBAs, body, spout, flanges, handles, aerators, fittings, and chrome, PVD and electroplate finishes 1 year - seals, jumper valves and labour
<b>Sinks &amp; Tubs</b>	10 years - sink & tub body 2 years - cabinet, wastes, clips, bypass kit, hoses 1 year - seals and labour
<b>Toilets</b>	10 years - vitreous china, nylon braided flexible hoses and chrome finish 5 years - plastic cistern 2 years - inlet and outlet valves, toilet seat, link piece, flush pipe, flush button, PVD and electroplate finishes, fittings 1 year - seals and labour
<b>Basins</b>	10 years - vitreous china 2 years - plug and waste, overflow ring, bottle trap, chrome, PVD and electroplate finishes, fittings 1 year - seals and labour
<b>Showers</b>	5 years - brass body, wall elbow, shower arm, shower rail, PVC coated hose, showerhead, handpiece, slide bracket, diverter, soap dish, and chrome finish 2 years - PVD and electroplate finishes 1 year - seals and labour
<b>Vanities</b>	10 years - vitreous china top 5 years - polymarble top, cabinet, handles, runners, hinges 2 years - plug and waste, overflow ring and finishes 1 year - seals and labour
<b>Accessories</b>	5 years - main body, chrome, PVD and electroplate finish and fittings 1 year - seals

#Some Products are excluded from the above warranty table and are warranted per the Essentials Exclusions table below.

## Essentials Exclusions (Product not included in the above table)

Exclusions	Warranty Periods
Clearance, ex-display, items sold "as is", spare parts and components (including basin wastes, bath wastes, bottle traps, toilet seats)	1 year - replacement parts only

### **What is not covered**

Your Essentials Warranty does not cover any defect or damage caused or partly caused, by or arising through: fair wear and tear (e.g. working seals in the inlet and outlet valves, scratching from cleaning, loose toilet seat fixings, etc.); misuse, incorrect storage or handling of the Products; failure to correctly install, use or maintain the Product or to follow any instructions or guidelines for installation, use or maintenance of the Product; adverse environmental conditions; faulty design of a system in which the Products are used; the use of the Product otherwise than for any application specified on a quote or order form, price book or catalogue issued by Tradelink; the continued use of the Product after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or any accident or force majeure.

Your Essentials Warranty will be voided if any of the events detailed below arise:

- You are unable to provide proof of purchase or equivalent documentation from an authorised retailer of a Product;
- the Product is not installed by a licensed plumber and/or electrician (as appropriate);
- the Product is not installed in accordance with relevant Australian Standards, NCC and state regulations;
- the Product is not installed in accordance with the manufacturer's installation instructions;
- the Product is not maintained in accordance with the manufacturer's care information or is not regularly inspected for sign of failure;
- the water pressure or water temperature exceeds stated limitations as per the Product installation instructions;
- isolation stop taps are not fitted per AS/NZS 3500 requirements for appliances and apparatus or the manufacturer's installation instructions;
- repair, service, alteration, modification or replacement has been undertaken without the prior approval of Tradelink or are undertaken with non-approved, non-standard or non-genuine replacement parts;
- the Product has been installed incomplete or missing components, with pre-existing damage, or with obvious defect;
- the Product is used for an incorrect application such as non-potable water, or inappropriate fittings used to connect to sewer;
- the Product is used with additives (i.e. chemicals, disinfectants or cistern additives) or devices (e.g. spout valves, adaptors or filters);
- the removal of, failure to install, or failure to regularly clean or replace flow regulators or check valves supplied with Product;
- damage has been caused to any Product as a result of obstruction or damage due to inadequate flushing of system or problems caused by water supply (e.g. silt, thread tape, silicone, copper shavings, corrosion and excessive water pressure over 500kpa);
- damage is caused to any Product surface, finish or protective coating by adhesives, sealants, or any caustic, corrosive, abrasive or harsh product (e.g. solvent, disinfectant, dye, bleach, oil, polish, acid, degreaser, alcohol, aerosol, etc.);
- damage has been caused to any Product surface, finish or protective coating by ferrous metal or oxidant;
- damage has been caused to the Product from installation or post installation use, abuse, misuse or lack of maintenance.

Prior to installation of Your Product it is the responsibility of You and/or the installer to ensure that:

- the Product is not damaged;
- You are happy with Your purchase;
- the Product has all its components; and
- all required maintenance is performed.

### **Limitation of liability under Essentials Warranty**

To the fullest extent permitted by law and subject to and without limiting Your consumer rights under the Australian Consumer Law, Tradelink expressly limits its liability under this Essentials Warranty and under any other statutory guarantee imposed at law to, at its option:

- the replacement or repair of the Product;
- the supply of an equivalent Product; or
- the payment of the cost of the Product of repairing the Product or of acquiring an equivalent Product.

Tradelink requires reasonable and adequate access to Products, fittings, and fixtures to undertake warranty repairs during normal weekday working hours. To the fullest extent permitted by law and subject to and without limiting your consumer rights under the Australian Consumer Law, Tradelink will not be responsible for any loss, damage or costs where reasonable and adequate access to Products, fittings and/or fixtures is not provided, or where Product has been installed with pre-existing damage, missing parts or Product containing obvious or visible fault.

Where parts or products are replaced or supplied under this warranty, the replacement parts or product shall be warranted from the original Product date of purchase. In the event the Product is unavailable or unable to be supplied and a replacement is required, Tradelink reserves the right to supply Product of equal quality, value, and type at their discretion. Where a Product is coupled or used with a product other than a Product, the Essentials Warranty is limited only to the Product.

To the fullest extent permitted by law, Tradelink expressly excludes all liability for damage or injury to any person, damage to any property, any kind of loss (including loss of profit, loss of revenue, loss of use, loss of business, loss of opportunity, loss of goodwill, loss of contracts, loss of production, business interruption or any kind of indirect, special or consequential loss or damage arising in connection with the Product) and all conditions, warranties, and undertakings in relation to the Products, except as set out in this document.

### **Definitions and Interpretation**

In these terms and conditions of warranty: "You" means the purchaser or customer acquiring the Goods and "Your" means belonging to You. "We" and "Us" means Tradelink as the manufacturer of the Goods and "Our" means belonging to Us. "Goods" means the Goods You claim to be defective. "Equivalent Commercial Use" is defined as all use equivalent to normal domestic use for other than normal residential domestic purposes. Equivalent Commercial Use includes the use of Products in non-business or non-commercial settings (such as public buildings, educational settings, not-for-profit organisations, sports centre communal spaces, lunchrooms, hotel rooms, home offices or in-home business settings). Equivalent Commercial Use excludes the use of Products in commercial food service (e.g. kitchens, restaurants, cafes, commercial food preparation spaces and manufacturing facilities, etc.).

### **Care Information**

To ensure You receive the longest lasting Product life possible, We offer the following general advice for the care and maintenance of Your Products:

- Regularly clean with warm, soapy water or detergent. Do not use harsh, caustic, corrosive or abrasive chemicals;
- Use a soft, dampened sponge or cloth. Never use an abrasive brush, pad, cloth, or scourer to clean Products;
- Chrome, stainless steel and metallic finishes should never be cleaned with chlorides, steel wool, wire brushes;
- Water scale or hard water deposits can be treated by treating with vinegar and brushing with a nylon brush;
- Aerators, flow regulators and strainers can become blocked due to water quality, and should be cleaned regularly;
- Wipe surfaces clean and thoroughly rinse with water immediately after exposure to cleaners or chemical solutions; and

Plastic, stainless steel, chrome, brass, metallic finish, vitreous china, glass, resin and polymarble Products are generally considered to be stain-resistant and durable but care should be taken in their use and maintenance as they are not stain-proof or scratch proof. Vanity cabinets are manufactured from moisture-resistant materials but are not waterproof and care should be taken to wipe up spills and drips immediately, and use in a well-ventilated environment.

### **Australian Consumer Law**

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 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. This Essentials Warranty against defects operates in addition to Your rights and remedies under the Australian Consumer Law.