

STAINLESS STEEL SINKS

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:

Kitchen Sinks

Means the Stainless Steel Sinks categorised under 'Kitchen', excluding parts (such as plug and waste) manufactured by Everhard Industries.

Multipurpose Sinks

Means the Stainless Steel Sinks under the names – Como & Classic Round, manufactured by Everhard Industries.

ICON, PURE & EDGE

Means the brand range that the product is recognised under. This will determine which warranty timeframe it belongs to.

Accessories

Means any of the add-on accessories kits, draining trays or chopping boards.

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):

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| • Multipurpose Stainless Steel Bowls | 25 Years Product Replacement, 1 Year Parts and Labour |
| • ICON Stainless Steel Bowls | 25 Years Product Replacement, 1 Year Parts and Labour |
| • PURE Stainless Steel Bowls | 25 Years Product Replacement, 1 Year Parts and Labour |
| • EDGE Stainless Steel Bowls | 30 Years Product Replacement, 1 Year Parts and Labour |
| • Accessories | 1 Year Product Replacement |

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.

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.

WARRANTY CONDITIONS

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
- product not cleaned properly after use as per our Product Care and Usage Guidelines which can create surface rust
- harsh or severe conditions that can create surface rust on the sink
- improper use of cleaners or chemicals
- improper storage of cleaners or chemicals underneath the bowl which can create surface rust
- unapproved modifications made to Products
- damage to Product and Product finishes resulting from installation
- the Product not being installed by a competent and licensed plumber
- installation not following Everhard Industries' installation guidelines or instructions
- interference with or attempts to repair the Product after it has been installed
- normal wear and tear from use, such as scratches, stains, marks or blemishes appearing on the surface after use

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.

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 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 made outside the Claims Period will not be accepted.

To make a claim under this Warranty, You must provide 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)
- 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

If requested by Everhard Industries, You must also provide 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. 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:

Phone: 131 926

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 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 an 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 representative determines that the fault was caused by incorrect installation (including installation by a person that is not a competent and licensed plumber), failure to follow Everhard Industries' installation and usage guidelines, or is otherwise excluded by the terms of this Warranty, Everhard Industries will not supply a replacement Product and reserves the right to charge a service fee for attending the location and assessing the Warranty claim. The service fee will be quoted by the Everhard Industries Service Department.