

Warranty

10. Warranty

10.1.1

1. 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 entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure. Where a failure does not amount to a major failure, we are entitled to choose between providing you with a repair or replacement.
2. In addition to all rights and remedies to which you may be entitled under the Competition and Consumer Act 2010 (Commonwealth) and any other relevant legislation, the manufacture warrants this product to be free from defects in materials or workmanship for a period of time per product range as detailed in section 10.1.2 from the date of purchase.
3. In order to claim under this warranty, you will need to bring the product to the store of purchase, along with proof of purchase (typically this will be a receipt). Any cost incurred by you in bringing the product to the returns desk will be borne by you. We will then, at our option, either repair or replace the product after notification of the claim from your store of purchase.
4. Our liability under this manufacturer's warranty is subject to us being satisfied that a defect was caused by defective workmanship or materials and was not caused by or substantially contributed to by other factors or circumstances beyond our control, including (but not limited to) defective installation, maintenance or repair, alteration or modification of the product in any manner not recommended by the manufacturer or any neglect, misuse or excessive use.
5. The benefits conferred by this manufacturer's warranty are in addition to all rights and remedies conveyed by the Competition and Consumer Act 2010 (Commonwealth), and any other statutory rights to which you may already be entitled and this warranty does not exclude, restrict or modify any such rights or remedies that are implied by law.
6. This warranty is provided by Eddy Brewer Sales P/L of 118 Fairbank rd, Clayton South, Victoria.3169. Phone: 03 9552 1100. Email: sales@brewers.com.au.

10.1.2 Brewers warranty is a limited life product part replacement warranty.

Tapware:	Project Ranges	7 Year Product Part Replacement Warranty
	Other Ranges	10 Year Product Part Replacement Warranty
	Jumper Valves	2 Year Product Part Replacement Warranty
	Ceramic Discs	7 Year Product Part Replacement Warranty
Accessories:	All Ranges	7 Year Product Part Replacement Warranty
Showers:	All Ranges	10 Year Product Part Replacement Warranty (Except LED: 2 years)
Vitreous China Basins:	All Ranges	1 Year Product Replacement Warranty against glazing & discolouration. A 4-5mm face edge tolerance is permissible due to the process of Kiln Drying
Toilet Seats:	All Ranges	1 Year Product Replacement Warranty
Heated Towel Ranges:	All Ranges	5 Year Product Replacement Warranty
Trade Products:	Plug & Wastes, P Traps, Valves, & Sundry Brass Tapware	1 Year Product Part Replacement Warranty

All parts proven faulty by unsatisfactory workmanship will be replaced upon presentation of the original sales receipt to the original purchaser providing:

- The product was used in normal domestic circumstances and not commercial usage.
- The product was used in its correct application.
- The product was installed according to the appropriate Australian Standard and Brewer installation instructions.
- The product was not cleaned with abrasive cleaning agents.
- The product has not incurred water damage due to below standard water properties.
- The product is finished in chrome. All other finishes are warranted for 1 year.

The product part replacement warranty is limited to replacement of parts at invoice value that prove defective in material content and/or workmanship under normal domestic installations. Cost for damages and/or labour charges incurred in installation, repair or replacement are excluded from this warranty. All claims for labour, material product or parts associated with alleged faulty product or work must be approved in writing in advance by Brewers. Where a product has been installed and a manufacturing fault is claimed, Brewers may arrange for a Service Call to correct any fault on advice of the nature of the fault. If however on inspection, the fault was found to be caused by incorrect installation or other non-product cause, no responsibility for rectification will be undertaken by Brewers and a service call fee of \$40.00 will be payable to the service agent by the end user.

NB:

1. The product part replacement warranty does not apply to deranged products, ie products that are deleted. Deleted parts are difficult to obtain and at our option other ranged parts may need to be supplied.
2. Goods not manufactured by Brewers are supplied by Brewers to Buyer on an "as is" basis without a warranty of any kind, provided that Brewers shall assign to Buyer, insofar as Brewers is able to do so, the benefit of any condition, warranty or guarantee (express or implied) in Brewers' contract with the supplier of the relevant Goods.
3. Brewers does not warrant that Goods are fit for any particular purpose or an intended use by Buyer and Buyer must satisfy itself that Goods are so fit.
4. Brewers warrants to perform Services with reasonable care and skill and shall investigate any bona fide complaint that any Services have been performed unsatisfactorily in breach of this warranty. If Brewers is satisfied in its absolute discretion that Buyer's complaint is justified, Brewers' sole liability to Buyer in respect of this warranty is to supply those Services again or pay the cost of having those Services supplied again, at Brewers' option, at no extra charge to Buyer.
5. The above undertaking from Brewers shall also apply to any purchaser of Brewers product who is a "Consumer" under The Competition and Consumer Act 2010 (Act) which includes prescribed requirements for warranties against defects, which are set out in regulation 90 of the Competition and Consumer Regulations 2010 (Regulations). The obligations of Brewers Australia under the warranty are limited to the repair or replacement of the defective product which is caused by faulty workmanship or materials. Brewers shall in no way be liable to the purchaser or user of any product, for any loss, damage (direct, indirect or consequential), cost or expense suffered or incurred by that person, otherwise than as provided in the above provisions, or as provided under the Consumer Guarantees ACT 1993.
6. For Newform warranty -see separate section. For Newform products- see www.newform.com.au for warranty conditions Newform in Italy are liable under this warranty not Brewers

11. Limitation of liability

11.1 Subject to clause 11.2, clauses 10.1, 10.2 and 10.4 set forth the full extent of Brewers' obligations and liability to Buyer with respect to Goods and/or Services supplied pursuant to these Conditions and all other terms, conditions, warranties and representations that might otherwise be implied by statute or otherwise, are hereby expressly excluded.

11.2 Brewers does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between Brewers and Buyer by law including liability under Part V of the Trade Practices Act 1974 (Cth) or equivalent State legislation concerning a buyer who deals with a consumer or on sells to a consumer. However, where such statutory provisions apply, to the extent to which Brewers is entitled to do so, Brewers' liability shall be limited at its option to:

(a) in the case of a supply of Goods:

- (i) the replacement of the Goods or supply of equivalent Goods;
- (ii) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
- (iii) the payment of the cost of having the Goods repaired; or
- (iv) the repair of the Goods; and

(b) in the case of Services:

- (i) the supply of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.

11.3 To the extent permitted by law and subject only to any express exceptions contained in these Conditions, Brewers shall under no circumstances be liable in any way whatsoever to Buyer for any form of loss, damage or expense sustained or incurred by Buyer or any other party in consequence of or resulting directly or indirectly out of the supply of Goods or Services by Brewers, the use or performance thereof, any breach by Brewers of any Contract incorporating these Conditions, or the negligence of Brewers. Without limiting the generality of the foregoing, Brewers is not liable in any circumstances whatsoever (including any fault or default of Brewers) for any indirect or consequential losses (including loss of goodwill, business or anticipated savings), loss of profits or use, any rectification costs or any third party claims (subject to clause 11.2), in connection with Goods, Services or a Contract.

12. Infringement claims

12.1 Brewers shall, at its own expense and with the legal representatives of its choice, defend or, at its option, settle any action brought against Buyer to the extent that it consists of a claim that Buyer's use or re-sale of Goods supplied by Brewers infringe any Australian intellectual property right belong to a third party, provided that:

(a) Buyer notifies Brewers in writing of such claim within thirty (30) days of receiving notice of the claim;

(b) Buyer allows Brewers complete control of the defence and settlement of the claim; and

(c) the Goods in question have not been modified in any way without Brewers' prior written approval or used for a purpose other than that for which they were supplied by Brewers.

12.2 Brewers shall pay any final award costs and/or damages in any claim defended by Brewers under clause 12.1.

12.3 Buyer shall indemnify Brewers from and against any award of damages and/or costs made against Brewers in respect of any claim that Goods manufactured or supplied by Brewers in accordance with specifications or designs proposed by Buyer infringe the intellectual property rights of a third party.

12.4 Clause 12.1 states Brewers' entire liability and the sole remedy of Buyer with respect to any claim that Buyer's use or re-sale of Goods supplied by Brewers infringe any intellectual property right belonging to a third party.

12.5 Buyer will not use any trade mark or trade names applied to or used by Brewers in relation to Goods in any manner not approved by Brewers in advance in writing.

13. Non-availability and substitutes

13.1 While every effort shall be made to fulfil Buyer's Orders for Goods, Brewers shall not be liable for any loss or damage arising through non-availability of Goods.

13.2 Brewers reserves the right to make changes in the construction and/or design of Goods and notwithstanding any such changes, Buyer shall accept in performance of any Order Brewers' current corresponding standard model of Goods.

14. Law and jurisdiction

The construction, validity and performance and enforcement of the Contract shall be governed by the laws of and heard before the courts of the place at which the order was accepted.

15. Privacy Act 1988 (Clth)

15.1 If a Buyer orders or receives goods on credit it consents to Brewers making enquiries to verify the Buyer's credit history and worthiness under Sections 18L(4) and 18K(1)(b) of the Privacy Act 1988, consents to Brewers seeking from or giving to other credit providers details of the Buyer's credit worthiness under Section 18N(1)(b) and, if it is necessary to collect overdue payments, consents to Brewers issuing a an adverse credit report under section 18K(1)(h).

15.2 The Buyer acknowledges that Brewers may provide its personal details to agents and/or attorneys for debt collection and for enforcement of the Contract.

16. General

16.1 All clerical errors are subject to correction and shall not bind Brewers.

16.2 No employee of Brewers is authorised to bind Brewers unless Brewers has given Buyer express written notice to that effect.

16.3 The invalidity or unenforceability of any provision of these Conditions shall not affect the validity or enforceability of the remaining provisions.

16.4 Brewers' failure to enforce at any time or for any period of time, any term of any Contract incorporating these Conditions, shall not constitute a waiver of such term and shall in no way affect Brewers' right later to enforce the Contract. Headings are included for ease of reference and do not form part of or affect the interpretation of these Conditions.

16.5 These Conditions bind Brewers, Buyer and their respective successors and assigns.

16.6 Buyer shall comply with all laws and regulations of the Commonwealth and States and Territories of Australia and shall provide all necessary information to, and obtain all necessary permits, approvals, licences, consents, authorisations and exemptions from any government authority or other appropriate body, in respect of Buyer's use, marketing, distribution or re-supply of Goods acquired from Brewers under these Conditions including, but not limited to, all applicable export control laws and regulations such as the Customs (Prohibited Exports) Regulations.

17. Deliveries

FIS unless special freight required on fragile items where courier costs maybe incurred. All orders with an invoice value of \$100 or less will be subject to a packaging/delivery fee of \$10. This surcharge will not apply to back orders or pick ups.