

Customer Details

Name:

Address:

Suburb: State: Postcode:

Phone: () Mobile:

Fax: ()

Email:

Address For Service (if different from above)

Suburb: State: Postcode:

Product Details

Product Code: Description:

Product Watermark Licence Number:

Description Of Fault

Purchase Details

Proof of Purchase Documents required with this form.

Store Name:

Address:

Suburb: State: Postcode:

Invoice:

Date: Number:

Installation Details

Proof of Installation Documents required with this form.

Plumber Details: Name: Licence No:

Phone: () Mobile:

Installation Date:

Installation Location: Residential: Commercial: New Dwelling:
Please X the correct Box (Includes Rental Properties)

Hot Water Pressure Kpa Cold Water Pressure Kpa

Have Isolating Stop Taps been installed on the ends of Flexible Tails?
Yes / No / N/A

Have Tap Body Seat Extenders been installed with the Tapware?
Yes / No / N/A

I have Read and Agree to the attached Warranty Terms and Conditions.

Please mark the box with a if you agree to the terms and Conditions of the Warranty.

By entering my name below I agree to all costs associated to any service work that is not within the limits of the warranty terms and conditions.

Please Type Name Date

PRODUCT WARRANTY

Effective from the 1st of November 2011

1. Definitions

1.1. Unless context requirements otherwise:

The Act means the *Competition and Consumer Act 2012 (Cth)*, as amended.

Ewing Industries means Ewing Industries Pty Ltd ACN 076 202 287.

Authorised Reseller means a person or company authorised by Ewing Industries to sell the Products.

Authorised Representative means a suitably qualified tradesperson appointed by Ewing Industries to assess the End User's claim at the End User's premises or where the Product is located.

End User means the purchaser of the Products or in the case of Products purchased by trade persons for use in New Buildings the initial owner of the New Building.

New Building means a newly constructed Residential Premises or Commercial Premises that has not been previously occupied.

Products means the tapware, mixers, showers, outlets, bath fillers, bathroom accessories, sinks, kitchen accessories, wastes and plugs, floor grates and tools manufactured by Ewing Industries purchased from Ewing Industries or an Authorised Reseller and installed within Australia.

Commercial Premises means any premises other than a Residential Premises including but not limited to Hotels, Motels, Factories, Shops, Hospitals, Schools, Restaurants, Aged Care Facilities and Residential Dwellings used for the purpose of business (i.e. rental properties).

Residential Premises means a building able to, and intended to, be used for long term residential accommodation excluding properties offered as rental accommodation.

2. Warranties

2.1. Ewing Industries warrants that Products sold or supplied to the End User will be of merchantable quality and fit for the purpose for which they have been manufactured and free from defects.

In the case of:
(a) Residential Premises, for the period set out in the Schedule for each class of Product; and
(b) Commercial Premises, for a period of 12 months:

from the date of delivery to the End User or in the case of New Buildings the date of hand over of the New Building to the End User.

Requirements for Warranty Claims

2.2. Subject to clause 2.3 and 2.4, any claim for warranty must be accompanied by the Product in which the claim is made together with appropriate documentation which stipulates the date of the delivery, for New Buildings the hand over documentation, any warranty certificates and the details of the alleged defect and any other information reasonably required by Ewing Industries.

2.3. Where the End User is unable to provide all the documentation referred to in Clause 2.2 Ewing Industries may at its absolute discretion elect whether or not to process the End User's claim.

2.4. Any claim for a defective Product must be made at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage, and must be made no later than 1 month of the defect becoming obvious.

2.5. No liability is accepted for defects caused by the Authorised Reseller or End User's handling, use or storage of the Products, or where the Authorised Reseller or the End User has failed to observe Ewing Industries' Terms of Payment for the Products.

Limited Liability

2.6. Ewing Industries will have no liability for any indirect or consequential losses or expenses suffered by the End User however caused that are not reasonably foreseeable in the circumstances.

2.7. To the maximum extent permitted by law, these warranties exclude liability for: (a) damage caused to ceramic disc cartridges or ceramic disc spindles by any solid contaminants including, but not limited to, pieces of copper tube;

plastic tube, sand, dirt, or thread tape;

(b) wear and tear on tapware valves, rubber o rings and seals;

(c) wear and tear on jumper valves, mixer handles;

(d) wear and tear on hand shower rails, hand pieces, brackets and hoses;

(e) wear and tear on surface plates;

(f) damage caused to ceramic disc spindles used in tap bodies, where the tap body or the tap body extender has not been resealed correctly, is not correctly aligned or has poor or damaged internal threads;

(g) damage due to impact and presence of water hammer; and

(h) where products are incompatible with instantaneous water heaters, gravity feed systems or low supply networks.

2.8. Nothing in these conditions shall be interpreted as excluding or restricting any legal liability of Ewing Industries for death or personal injury resulting from the negligence of Ewing Industries, its employees, agents, or sub-contractors and shall be read subject to the provisions of the Act and any other similar state or territory legislation which cannot be lawfully excluded. These conditions shall have the maximum effect permitted by law.

Replacement and Repair of the Products

2.9. 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

2.10. In the case of a breach of a term or condition implied by the Act or similar state or territorial law which amounts to a major failure of the Product, the End User may choose:

(a) to reject the Product and obtain a refund of the purchase price;

(b) to reject the Product and obtain an identical replacement, or, if no identical is available, a similar Product; or

(c) keep the Product and receive compensation for the loss of value as a result of the failure.

A 'major failure' is when:

(a) the problem is of such a nature that a reasonable person would not have purchased the Product if they had known about it;

(b) the Product is significantly different from the description, sample, or demonstration of the goods

(c) the problem results in the Products being substantially unfit for the prescribed purpose, and this cannot be remedied easily by repair of the Products; or

(d) the Product is unsafe.

2.11. If the Product can be repaired within a reasonable time, and the problem with the Product does not amount to a major failure, Ewing Industries may elect to:

(a) provide a refund;

(b) replace the Product;

(c) if relevant, fix any issues relating to title in the Product; or

(d) repair the Product.

The End User is not entitled to reject the product or obtain a refund.

2.12. The benefits provided under this Product Warranty are in addition to other rights and remedies available under the Act.

2.13. This Product Warranty does not purport to limit rights and remedies that may still be available to the End User under the Act after the expiration of this Product Warranty.

Postage and Return Costs

2.14. Ewing Industries will not be responsible or liable for any ordinary costs associated with the return of the Products to Ewing Industries.

2.15. In the event that returning the Product would amount to the End User incurring significant costs as defined under the Act, the End User should arrange with Ewing Industries for the Product to be picked up at the expense of Ewing Industries.

2.16. As an alternative to clause 2.14, Ewing Industries may at its absolute discretion elect to send an Authorised Representative to examine the installed Product for the purpose of determining or rejecting a claim.

2.17. Where Ewing Industries determines that it is not liable for any claim, Ewing Industries may charge the End User for any costs in connection with the labour required to evaluate the claim, freight or postage incurred to return the Product to the End User.

2.18. Where Ewing Industries elects to send an Authorised Representative to attend the End User's premises or the place where the Products have been installed, pursuant to clause 2.16, and the Authorised Representative discovers that the claimed fault arose from:

(a) the faulty installation of the Products;

(b) use, other than a pre-approved use, of the Products in conjunction with products from another manufacturer; or

(c) from some other cause other than a material manufacturing defect of the goods.

Ewing Industries may charge a service fee for the cost of its Authorised Representative and the End User must pay any service fee charged in accordance with this clause.

Voiding the Product Warranty

2.19. The warranties offered by Ewing Industries under these terms and conditions will be void for the following reasons:

(a) Subject to clause 2.3 and 2.4, the Customer is unable to provide proof of purchase or equivalent documentation;

(b) the Products have been used for any purpose other than their intended use;

(c) the Products are:

(i) not installed by a licensed plumber;

(ii) used for incorrect applications and in inappropriate locations;

(iii) not installed to any relevant national standards and/or state regulations;

(iv) not installed as per the manufacturer's installation instructions;

(d) The End User's water pressure (max. 500kPa) and/or water temperatures (max. 80° C) exceed the stated limitations set out in the Product installation instructions. Note: AS/NZS 3500.1:2003 (Part 1 Clause 3.3.4) specifies 500kPa maximum static pressure at any outlet (fire service outlets excluded).

(e) Isolation stop taps are not fitted to each flexible tail of the Products; Note: Clause 5.4.1 (d) AS/NZS 3500.1:2003.

(f) Where the Products are tapware:

(i) other devices have been fitted on the outlets of tapware (e.g. Water filters);

(ii) other devices have been fitted on the tap bodies or tap tapware (e.g. Non approved Spindle / Seat Extenders);

(iii) Tap body or end of line water flow regulating devices, not approved by Ewing Industries, have been installed in the Products;

(iv) The End User has failed to regularly clean or replace dirty or blocked outlet aerator inserts in tapware and/or shower heads;

(v) The Products have been serviced or repaired with non-standard replacement parts without Ewing Industries written approval;

(vi) The End User, or the End User's tradespersons, have failed to install Ewing Industries approved:

(i) flow regulator in tapware and showers;

(ii) regulated check valve or check valves in hand showers or veggie spray mixers;

(iii) The End User, or the End User's tradespersons have made modifications to the Products without Ewing Industries written approval;

(iv) The Products have been damaged, including damage to finishes;

(v) during installation or by following installation use;

(vi) due to abuse as determined by Ewing Industries or Ewing Industries' authorised representative, at their absolute discretion;

(vii) by adhesives, sealants or abrasive cleaners;

(viii) by soaps, shampoos, personal cleaning products or any other detergents that contain any acidic concentration;

Note: Uncoated / Unplated Brass tapware may be cleaned with appropriate domestic brass cleaner. If in doubt seek advice from Ewing Industries.

(m) In the case of sink, basin, and twinner mixers, flexible tails have not been connected directly to isolating stop taps or flood stop valves; or

(n) Where the Products are flexible hoses, including mixer tails:

(i) before installation no inspection has been carried out to ensure the hose is crimped onto the fitting and a sealing washer is present;

(ii) installation has been carried out using tools rather than hand pressure tightening exceeding 10Nm;

(iii) the hose has been stretched, twisted or kinked to distort the braid;

(iv) the hose has been installed through or behind walls or in accessible locations or places where the hose can not be visually inspected;

(v) the hose has been submerged in any liquid or solid matter;

(vi) the hose has been exposed to any corrosive agents including aggressive potable water;

(vii) the hose has been installed directly onto a hot water system;

(viii) the hose has been exposed to rays with excessive ultra-violet light;

(ix) the warranty tag does not accompany the hose with the date of installation and the installing plumbers licence number.

(x) the hose is not directly connected to isolating stop taps or flood stop valves.

Application of Warranty

2.19. Ewing Industries may at its absolute discretion reserve the right to make changes to its products at any time.

2.20. Ewing Industries may at its absolute discretion reserve the right to provide minor components as 'Parts Only' to the customer.

2.21. The warranty only applies to the original owner and is not transferable. All warranty claims must be processed through Ewing Industries.

Warranty Claims

For all warranty claims please contact:

Ewing Industries Pty Ltd ACN 076 202 287

11 Bailey Court, PO BOX 5446

BRENDALE QLD 4800

Pn. (07) 3205 6099

Fax: (07) 3205 6995

Email: sales@ewingindustries.com.au

Web: www.ewingindustries.com.au

Schedule 1

Product Category Warranty Period

Ceramic Disc Mixers - 12 Months

Ceramic Disc Mixer Cartridges- 10 Years

Tapware (including Twinner Mixers) 12 Months

Showers and Outlets, Showers & Hand Showers, Bathroom Accessories, Wastes & Grates

12 Months