

Nero

Version Number: NWP2022.1

WARRANTY POLICY

nerotapware.com.au

This Warranty Policy is only applicable to products sold before 31st Dec 2022.

1. Goods sold by are made to the highest industry standards and quality, which is reflected in the warranty against defects.

2. This warranty policy is issued by Nero Bathrooms International Pty Ltd t/as Nero Tapware ABN 57 148 833 989 (Supplier) of 4 Conquest Way, Hallam, Victoria, Australia, telephone (03) 8786 3170, email info@nerotapware.com.au.

3. The following warranty periods apply to goods purchased before 31 December 2022:

| Category | Warranty Period(Years) | Warranty Details |
|----------------------|------------------------|---|
| Mixer Tap | 15 years | -15 years Replacement cartridge only -7 years replacement products or parts on all finishes -1 year replacement product or parts & labour |
| Pearl & Kara Tapware | 15 years | -15 years Replacement Cartridge only -7 years Replacement products or parts on all finishes -1 year Replacement product or parts & labour |
| Showers | 10 years | -10 years Replacement products or parts on all finishes Note: Metal Shower hoses only have 5 years replacement warranty -10 years replacement products or parts on other finishes -1 years replacement product or parts & labour |
| Bath Outlets | 10 years | -10 years replacement products or parts on all finish |
| Bathroom Accessories | 7 years | -7 years replacement products or parts only |
| other accessories | 10 years | -10 years on universal pop up waste replacement only -1 year on bottle trap replacement only |

Nero Premium Line

| Category | Warranty Period(Years) | Warranty Details |
|----------------------------------|------------------------|---|
| Opal & Mecca Tapware | 15 years | -15 years replacement cartridge only. -15 years replacement products or parts on all finishes. -2 years replacement products or parts & Labour. |
| Opal & Mecca Showers | 15 years | -15 years replacement products or parts on all finishes. -2 years replacement products or parts & Labour. |
| Opal& Mecca Bathroom Accessories | 10 years | -10 years replacement products or parts on all finishes. |
| Opal Metal Basin | 15 years | -15 years replacement products on all finishes. |

4. The warranty period commences from date of purchase, or for new buildings from date of handover.

5. To make a claim on this warranty, the customer must either contact the seller from which the customer purchased the goods, or contact the Supplier directly by telephone on (03) 8786 3170, by email at warranty@nerotapware.com.au, by fax at (03) 87863175 or using the online claim form at <https://nero-warranty.tradieconnect.me/admin/custom/api/warrantyform1/?service=2600&-serviceselect=2600&status=5>. The claimant must provide proof of purchase or equivalent documentation such as handover documentation for new homes.

6. The expense of claiming on the warranty will be borne by the customer claiming on the warranty.

7. This warranty covers the repair or, at Supplier's option, replacement of any goods which are defective through faulty manufacture or materials, free of charge and labour. The Supplier reserves the right to alter, or amend this warranty offer in writing at any time. The Supplier reserves the right to provide minor components (eg. Handles, aerators, buttons, dress rings, spindle/cartridges and seals) as 'Parts Only' to the customer. This warranty does not cover any claims for labour, additional products or parts associated with allegedly faulty goods for work not approved in advance in writing by the Supplier.

8. For installed goods, the Supplier requires adequate access to assess the goods, fittings and fixtures to assess any warranty claim, and to undertake any warranty repairs. The Supplier will not be responsible for any consequential damage or costs where adequate access to goods, fittings or fixtures is not provided.

9. For discontinued or unavailable goods, the Supplier may replace the goods with equivalent current or available goods, using best endeavours to match the appearance and specifications of the original goods.

10. Supplier's obligations under warranty are limited to the repair or, at Supplier's option, replacement of any products of any products which are defective through faulty workmanship or materials. To the extent permitted by law, Supplier will not be liable for any loss to furniture, floor coverings, walls, fixtures or any consequential loss of any kind caused by any defect in the product components.

11. This warranty does not cover defects caused by or arising from any of the following:

11.1. goods installed by a person other than a licenced plumber. This does not apply to bathroom accessories such as towel rails, shelves,

etc;

11.2. goods not installed to relevant national standards or state regulations;

11.3. tapware exposed to water pressures and/or temperatures that exceed stated limitations as per the standard installation instructions. Note: AS/NZS 3500.1:2003 specifies 500kPa maximum water supply pressure at any outlet within a building for new installations;

11.4. fitting of other devices to the outlet of tapware (eg water filters);

11.5. fitting of in tap body or end of line water flow regulating devices that have not been approved by Supplier;

11.6. products used for incorrect applications, non-potable water, etc;

11.7. damage as a result of obstruction due to inadequate flushing of system before use;

11.8. service, repairs or other non-standard replacement parts previously undertaken without Supplier's prior written approval;

11.9. damage to finishes by adhesives, sealant, etc;

11.10. damage to finishes which arise from installation or post-installation use;

11.11. failure to observe manufacturer's care and cleaning instructions;

11.12. improper or abusive use of product and/or damage resulting from misuse, accident or neglect.

12. Should any warranty claim be made and service attended to by the Supplier or its authorised service agent, and the fault is due to a cause expressly excluded from this warranty above, the Supplier reserves the right to charge a service fee for attending and/or any work carried out.

13. This warranty is in addition to customer's rights under the Australian Consumer Law.

14. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

14.1. to cancel your service contract with us; and

14.2. to refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

TAPWARE AND ACCESSORIES CARE AND CLEANING INSTRUCTIONS

Under no circumstances should you install tapware using acetone silicones.

1. Never use harsh detergents or abrasive cleaners, as these will scratch the surface.

2. To clean, use a soft cloth with warm soapy water to maintain the finish in perfect condition for a lifetime of use.

3. Use of wax based furniture cream should be avoided as this can result in a build-up of deposits, which could detract from the appearance.

4. Gold and rose gold plated products should always be cleaned with care using a soft dry cloth or a soft cloth with warm soapy water.

5. Individual products may be subject to additional or specific care and cleaning instructions. Please refer to documentation accompanying those products.

TERM AND CONDITIONS

1. DEFINITIONS

In these Terms:

ACL means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated regulations as amended;

consumer is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if Customer is a consumer under the Agreement;

Customer means the person, jointly and severally if more than one, acquiring goods or services from the Supplier;

goods means goods supplied by the Supplier to the Customer;

GST means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its associated Regulations as amended;

Order means every order from the Customer for the purchase of goods or services from the Supplier;

PPSA means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended; services means services supplied by the Supplier to the Customer;

Supplier means Nero Bathrooms International Pty Ltd t/as Nero Tapware ABN 57 148 833 989;

and Terms means these Terms and Conditions of Trade.

2. GOODS

2.1. Supplier may add, remove or vary goods in its range of products, or those available for purchase by the Customer, without notice.

2.2. The right to vary goods includes without limitation country of origin, materials, dimensions and colours.

3. QUOTATION

3.1. When making an enquiry for goods or services, the Customer must provide the Supplier with its specific requirements, if any, in relation to the goods and services.

3.2. In response to an enquiry, the Supplier may choose to provide a quotation.

3.3. Any quotation provided by the Supplier to the Customer for the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing.

3.4. The quotation may contain additional terms, which to the extent of any inconsistency supersede these Terms.

4. ORDERS

4.1. Upon receipt of a quotation, the Customer may place an Order with the Supplier. The Order is an offer. The Supplier may choose in its discretion to accept the Order.

4.2. Upon acceptance of an Order in writing or by electronic means, the parties enter into a legally binding contract on the terms of these Terms and any additional terms set out in the quotation. These terms cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase.

4.3. The Seller may cancel any Order without penalty no later than 7 days before the estimated delivery date of the goods.

5. PRICING

5.1. Prices quoted for the supply of goods and services are exclusive of GST and any other taxes or duties, unless expressly stated otherwise.

5.2. An additional handling and delivery charge of \$25.00 (excluding GST) applies to all orders below \$150.00 (excluding GST).

5.3. If the cost of the goods to the Supplier increases between the time of quotation and delivery due to circumstances beyond the Supplier's control, then the Supplier may pass this additional cost on to the Customer and the Customer must pay such cost.

5.4. When reselling the goods, the Customer may do so at a price of its choosing and the Supplier's recommended retail price (RRP) is a suggestion only.

6. PAYMENT

6.1. Unless otherwise agreed in writing:

(a) Subject to 6.1(b), full payment for the goods or services must be made within 30 days of the date of the Supplier's invoice.

(b) The Supplier reserves the right to require payment in full on delivery of the goods or completion of the services. In the case of goods made to order or cut to size, the Supplier may require a non-refundable deposit at the time of the Customer placing the Order.

6.2. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

6.3. Payment terms may be revoked or amended at the Supplier's sole discretion immediately upon giving the Customer written notice.

6.4. The time for payment is of the essence.

7. PAYMENT DEFAULT

7.1. If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any of its other accrued or contingent rights:

- (a) suspend the provision of credit and require payment before delivery
- (b) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) for the period from the due date until the date of payment in full;
- (c) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;
- (d) cease or suspend supply of any further goods or services to the Customer;
- (e) by written notice to the Customer, terminate any uncompleted contract with the Customer.

8. PERSONAL PROPERTY SECURITIES ACT

8.1. For the purposes of the PPSA:

(a) terms used in clause 8 that are defined in the PPSA have the same meaning as in the PPSA;

(b) these Terms are a security agreement and the Supplier has a Purchase Money Security Interest in all present and future goods supplied by the Supplier to the Customer and the proceeds of the goods;

(c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and

(d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by the Supplier on the Personal Property Securities Register.

8.2. The security interest arising under this clause 8 attaches to the goods when the goods are collected or dispatched from the Supplier's

premises and not at any later time.

8.3. Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

8.4. The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.

8.5. To the extent permitted by the PPSA, the Customer agrees that:
(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on the Supplier will apply only to the extent that they are mandatory or the Supplier agrees to their application in writing; and
(b) where the Supplier has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

8.6. The Supplier may allocate amounts received from the Customer in any manner the Supplier determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by the Supplier.

8.7. For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of goods and details of the goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the goods, except as otherwise required by law or that is already in the public domain.

9. RISK AND INSURANCE

9.1. The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer or taken from the Supplier's premises.

9.2. The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.

9.3. The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation or possession of any of the goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL

10. PERFORMANCE OF AGREEMENT

10.1. Any period or date for delivery of goods or provision of services stated by the Supplier is an estimate only and not a contractual commitment.

10.2. The Supplier will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

10.3. If the Supplier cannot complete the services by any estimated date, it will complete the services within a reasonable time.

11. DELIVERY

11.1. Subject to clause 11.6, the Supplier will arrange for the delivery of the goods to the Customer.

11.2. The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

11.3. The Supplier may make part delivery of goods or provision of services and the Supplier may invoice the Customer for the goods or services provided.

11.4. The Customer indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of

delivery, except where the Customer is a consumer and the Supplier has not used due care and skill.

11.5. If delivery is attempted and is unable to be completed the Customer is deemed to have taken delivery of the goods. The Customer is liable for storage charges payable monthly on demand.

11.6. If agreed that the Customer will collect the goods:

(a) the Customer must collect the goods with seven days of being advised they are ready;

(b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

11.7. It is the Customer's responsibility to inspect delivered goods. Any claims for short delivery or misdelivery must be notified to the Supplier within 7 days of delivery.

12. RETURNS

12.1. Change of mind returns may be accepted, and subject to conditions, at the Supplier's absolute discretion. The Customer acknowledges that any goods especially manufactured or cut to size for the Customer will never be returnable.

12.2. The Supplier may charge a restocking fee of 20% of the value of the goods.

13. LIABILITY

13.1. Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.

13.2. If the Customer is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.

13.3. If the Customer is not a consumer, then its liability under Part 3-2 of the ACL (other than in respect of sections 51, 52 or 53) is limited in the case of goods to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired, and in the case of services the supplying of the services again, or the payment of the cost of having the services supplied again, other than where the Customer establishes that it is not fair or reasonable for the Supplier to rely on this term.

13.4. If the Customer on-supplies the goods to a consumer and:

(a) the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Customer;

(b) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Customer; howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.

13.5. If clause 13.2, 13.3 or 13.4 do not apply, then other than as stated in the Terms or any written warranty statement the Supplier is not liable to the Customer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.

13.6. The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business

or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

13.7. The Customer acknowledges that:

- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the goods or services or their use or application.
- (b) it has not made known, either expressly or by implication, to the Supplier any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer.

13.8. Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

14. CANCELLATION

14.1. If the Supplier is unable to deliver the goods or provide the services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.

14.2. No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Supplier once the order has been accepted.

15. SHORTAGES AND EXCHANGES

15.1. Subject to clause 15.2 and 15.3, the Supplier will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Supplier with full details and description within 10 days of delivery otherwise the Customer is deemed to have accepted the goods.

15.2. When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Supplier, the Supplier may, at its option, replace the goods, or refund the price of the goods.

(a) subject to clause 15.3, the Supplier will not under any circumstances accept goods for return that:

- (b) have been specifically produced, imported or acquired to fulfil the Agreement;
- (c) are discontinued goods or no longer stocked by the Supplier;
- (d) have been altered in any way;
- (e) have been used; or
- (f) are not in their original condition and packaging.

15.3. If the Customer is a consumer, nothing in this clause 15 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

16. FORCE MAJEURE

16.1. The Supplier is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war. If an event of force majeure occurs, the Supplier may suspend or terminate the Agreement by written notice to the Customer.

17. MISCELLANEOUS

17.1. The law of Victoria from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

17.2. The Supplier's failure to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights.

17.3. If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the Terms, without affecting the enforceability of the remaining terms.

17.4. A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission. The Customer must comply with the Australian Privacy Principles in connection with any personal information supplied to it in connection with this Agreement.

Nero

This warranty policy is issued by Nero Tapware, with its Head Office located at 11-13 Buontempo Road, Carrum Downs, Victoria, Australia.

For inquiries, Nero's contact details are as follows

Australia:

Nero Bathrooms International Pty Ltd (ABN 57 148 833 989)
11-13 Buontempo Road, Carrum Downs VIC 3201
Phone: 03 8786 3170
Email: support@nerotapware.com.au