

Applicable as from: **1 JULY 2019**

Azzurra Imports Pty Ltd – Warranty against Defects

1. Azzurra warrants that the products are free from manufacturer's defects.
 - a. If the product becomes defective during the Warranty Period (set out below), Azzurra will decide whether to repair the part(s) or product or replace the part(s) or product.
 - b. If a product is defective, the consumer must contact Azzurra at the address shown at the end of this document. Depending on the product, Azzurra will either organise to collect the product at its cost or the Consumer can return the product to Azzurra and be reimbursed for any reasonable cost incurred.
 - c. Azzurra reserves the right to replace the defective part or product with a replacement part or product of similar quality and design.
2. The following conditions apply to any warranty claim:
 - a. Documentary proof of purchase (Tax Invoice) must be provided unless registered (see point C below).
 - b. Goods are to be used only for the purpose for which the goods have been designed.
 - c. The warranty is only valid to the original purchaser of the product and must be registered at <http://azzurra.com.au/warranty-registration-form/> this warranty does not pass to any new person or owner of the product regardless of age.
 - d. Installation and maintenance instructions for the product have been adhered to.
 - e. The warranty is limited to products purchased and installed in Australia only.
3. The following exclusions apply:
 - a. Damage caused by excessive use or fair wear & tear, accidents, negligence, alteration, use of chemical based or abrasive cleaners or misuse.
 - b. Damage which occurs during shipment from Azzurra to the consumer except where transport charges are included in the pricing.
 - c. Damage to goods which are being returned to Azzurra while such goods are under the care of the consumer or the consumer's agent.
 - d. Labour costs not expressly authorised by Azzurra in writing, including cost of installation, de-installation, consultants or technical advisors.
 - e. Light bulbs/LED's and transformers.
 - f. Cistern washers.
 - g. Damage caused by unauthorised repairs or use of non-standard replacement parts.
 - h. Damage caused by impurities in pipes, including hard water.
 - i. Possible imperfections, which are part of the characteristics of the materials used in the products or a consequence of manufacture.
 - j. Claims for consequential damage or liquidated damages.
 - k. The installation must meet all relevant Plumbing Codes in Australia & installation must be carried out by a qualified plumber as per AS/NZS 3500 Standards.
 - l. Failing to follow the manufacturers care and installation instructions.
 - m. Items purchased as is, discontinued, supersede, end of production, seconds or at auction.

NOTE: AS/NZS 3500.1-2015 (Clause 3.3.4) the maximum static water pressure must not exceed 500kpa. Where pressure exceeds 500kpa, pressure-limiting valves should be installed. Warranty claims may not be honoured where excessive water pressure is evident.

4. Azzurra does not exclude any condition or warranty that by reason of sections 64 or 276 of the *Australian Consumer Law* or any other relevant legislation may not be excluded, but Azzurra excludes all other conditions and warranties implied by custom, the general law or statute. Except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, Azzurra's liability under any non-excludable implied condition or warranty

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(except a non-excludable condition or warranty implied by Sections 51-53 of the *Australian Consumer Law* or any similar legislation) is limited to:

- a. in the case of services, the cost of supplying the services again; and
- b. in the case of goods, the lowest of the cost of replacing the goods, acquiring equivalent goods and having the goods repaired.

As from 1 July 2018, the following Warranty Periods apply:

- CASA Tapware *Lifetime replacement product 1 yr. components & labour
- AZZURRA Tapware *Lifetime replacement product 1 yr. components & labour
- CASA Water Closets *Lifetime replacement product 1 yr. components & labour
- AZZURRA Water Closets *Lifetime replacement product 1 yr. components & labour
- All Showers *Lifetime replacement product 1 yr. components
- All Basins *Lifetime replacement product 1 yr. components & labour
- AZZURRA Vanities *Lifetime replacement product 1 yr. components & labour
- All Bathroom Accessories *Lifetime replacement product
- Spare parts and components (refer below) 1 yr. replacement product or components
- All Products sold as is - discontinued, supersede, end of line, seconds, scratch and dent or purchased at auction. *No Warranty applies unless agreed by Azzurra

**Replacement product excludes the cost of shipping and handling to be paid by consumer.*

Components/Parts are classified as follows:

- Tapware ceramic disc cartridge, aerators, flexible tails/connectors, pop up plug and wastes, rubber seals & fixings
- Toilets foam seals, all cistern internals, buttons & push rods, seats, seat hinges, pan & cistern fixings
- Showers fixings screws, brackets, sliders, soap dishes & flexible hoses
- Vanities screws, brackets, mirrors, shelf locators, drawer runners, handles, door latches, light fittings, bulbs/globes and legs
- Accessories fixings screws, brackets & glass components

Your rights:

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.

This warranty is conditional on the customer to provide all information as requested by Azzurra to assist Azzurra's technical staff to determine the cause of any product complaint. Azzurra reserves the right to reject any claim deemed not to be manufacturing fault from information provided. If the customer insists that a representative from Azzurra attends a site inspection to make an assessment and the Azzurra representative confirms that the product complaint isn't warranty related the customer agrees to pay all associated costs.

You must address all warranty claims to:

Azzurra Imports Pty Ltd
 PO Box 395
 Hamilton Central Qld 4007
 Telephone: (07) 3630 1122
 Email: support@azzurra.com.au