

HINGE WARRANTY CARD

- The warranty period commences from *date of purchase*.
- Warranty period is valid for the time specified under specific product.
- This is a parts replacement warranty **ONLY**.
(We do not provide a service call we will only send you a replacement by post or similar.)

Please refer to our Warranty terms and conditions attached or on the back of this card.

"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."

In order to make a warranty claim you must follow the procedure outlined below:

1. You must have completed and lodged a warranty card with the supplier within the 60 days of purchase date on your proof of purchase.
2. You must contact your place of purchase and provide a proof of purchase to make a claim.
3. You must provide the following information to validate your claim:
 - a. A copy of the proof of purchase.
 - b. If at all possible – supply photos showing the issue claimed – preferably in electronic form for transmission to the supplier. While not mandatory this will speed the processing of your claim considerably.
 - c. Clearly state the grounds for the claim and describe any relevant circumstances.
 - d. An assurance that the product has not been damaged, incorrectly assembled, installed or operated, exposed to the elements, negligently treated, or misused. Any false representations may void your claim and constitute a breach in law.
4. The requested information will be submitted to the supplier of the product who will handle the claim. You will be contacted by a representative of the supplier who will respond to bona fide claims in a timely manner.

The product may only be returned to the manufacturer after approval, in writing from the supplier.
The warranty will on be executed as in the terms stated under the warranty conditions specific to your product.

Please complete the form below and return within 60 days.

Name:

Address:

Phone: Email:

Product Model Number:

Installed By:

Registered Glazier License or association No:

Installer Phone No:

Please send to:

Bella Vista Bathware

45a Metrolink Circuit West,
Campbellfield,
Victoria 3061.

Fax: (03) 9445-9362

Email: sales@bella-vista.net.au

Brass/Chrome Plated Hinges Warranty

A.B.N. 23 108 039 283

THIS WARRANTY AND ITS WRITTEN TERMS ARE BACKED AND SERVICED BY Bella Vista bathware.

HINGE WARRANTY

TERMS AND CONDITIONS OF SALE

All sales are expressly limited to and made conditional upon the exact terms and conditions herein. Objection by customer to any of the terms contained herein shall be deemed to have been waived if written notice of the objection is not received by Bella Vista Bathware (the "Company") within (60) sixty days of the date of receipt of these terms and conditions or before part of any goods ordered are accepted by the customer, whichever occurs first.

1. LIMITED WARRANTY AND DISCLAIMER.

(a) Limited Warranty - The Company's responsibility for a defective product is limited, at the Company's option, to either a credit for the purchase price or replacement of the product. **(Scratching or chipping the hinge or bracket is NOT covered by warranty once it has left our premises, Damaging the hinge or brackets is something you should take up with you insurance company or the installer).**

(b) General Disclaimer. EXCEPT FOR THE LIMITED WARRANTY AS STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. In particular, Bella Vista Bathware assumes no responsibility for glass breakage, improper usage, failure of products on account of faulty installation or building construction or design, improper handling, customer processing or fabrication (including application of coatings, films, etc.) IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Safety Specifications:

Product must not be modified or receive any fabrication such as grinding, drilling, sand blasting, etc., subsequent to polishing. Such modification or additional fabrication may seriously weaken the layer or impair its characteristics and also voids any Bella Vista Bathware warranty provisions. "It is recommended that Chrome plates Brass not be exposed to chemicals other than mild soap, temperatures at or in excess of 50.1 degrees Celsius for any sustained period of time. Sea water containing salt"

2. STATUTE OF LIMITATIONS.

Any action for breach of contract must be commenced by the customer within 30 days after the cause of action has accrued.

3. CUSTOMER'S REMEDY.

Customer's sole and exclusive remedy on account or in respect of nonconforming or defective goods, at the Company's option, shall be replacement of such goods by the Company at the original point of delivery or refund of the purchase price. When the Company has processed glass supplied by the Customer, the Customer's sole and exclusive remedy shall be the processing of additional glass by the Company, such towel ladder to be supplied by the Customer at no cost to the Company, F.O.B. the Company's plant. The Company shall not be liable for breakage of Customer's towel ladder accepted into the Company's plant for processing, regardless of whether the breakage occurred in the processing or handling prior to or subsequent to the processing. The Company shall in no event be liable for the cost of any labour expended by others on any nonconforming or defective goods or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such goods are defective or nonconforming.

4. PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES.

Except in the particulars specified by the Customer and expressly agreed to in writing by the Company, all goods shall be produced in accordance with Company's standard practices. All goods, including goods produced to meet specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

5. EXCLUSIONS

The Warranty specifically excludes liability for any failure from any cause other than faulty materials and specifically excludes any liability for consequential losses or damage following installation. Subject to limitations imposed by the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation, this Warranty is in substitution for and to the exclusion of all other rights and remedies (if any). In particular implied conditions and warranties under s18 to s15 of the *Victorian Goods Act 1958* are specifically excluded from this Warranty.

6. WARRANTY OF REPLACEMENT PRODUCT

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product.

- The Chrome plating on the body or the hinge or Bracket is covered for 12 months.
- The body of the hinge is covered for 12 months.
- The centre shaft of the hinge is covered for 3 years against breakage.
- The spring is covered for 12 months.

7. MISCELLANEOUS.

This Warranty shall be governed and interpreted according to the laws applying in the State of Victoria, Australia and the Buyer agrees that any proceedings in relation to this Warranty shall be commenced in Victorian courts.

- **Chipping or scratching the chrome work or body on the hinge or bracket is not covered by warranty.**
- **Do NOT drop the hinge.**
- **Always place the hinge or bracket a piece of rubber or soft cloth while you are working with it.**
- **Handle the hinge with care and follow the safety requirements to Brass/Chrome plated products.**