

SHOWER SCREEN WARRANTY CARD (Residential Only)

- The warranty period commences from *date of purchase*.
- Warranty period is valid for the time specified under specific product.
- Glass breakage is NOT covered by warranty once it has left our premises in one piece, Glass breakage is something you should take up with your insurance company or the installer.
- This is a parts replacement warranty **ONLY**.
(no service calls 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 or attached 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.
5. The product may only be returned to the manufacturer after approval, in writing from the supplier.
6. 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 Ph No:

Please send with copy of your invoice to:

45a Metrolink Circuit West,
Campbellfield,
Victoria 3061.

Fax: (03) 9305 4311
Email: sales@bella-vista.net.au

2100mm Height Fixed Panels / Walk in Warranty Install and Supply Only (Residential)

A.B.N. 23 108 039 283

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 Building Group PTY LTD (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 your 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, Building Group P/L 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.

BUILDING GROUP OR ANY OF ITS ASSOCIATED COMPANIES WILL NOT BE LIABLE FOR TIME DELAY IN INSTALATION, TIME DELAY IN SUPPLY OF THE PRODUCT, BUILDING GROUP WILL NOT COMPENSATE IN ANY WAY FOR JOB TIME DELAY OR TIME LOSS, BUILDING GROUP WILL ONLY SUPPLY A REPLACEMENT PRODUCT IF PRODUCT IS INCORRECT OR FAULTY .

(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 Building Group 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.

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.

8. WARRANTY - (SUPPLY and INSTALL ONLY – RESIDENTIAL ONLY)

8.1 – Wall Brackets and Wall Channels shall receive the following:

1. 10 years on structural failure.
2. 1 year against surface coatings.
3. Coating warranty does not cover if product has been cleaned with chemical cleaners. Warm water and soap is to be used only.

8.2 - Glass

1. 10 years against Pitting in centre or Fading (if non-recommended chemicals are used or non-regular cleaning warranty is void).

8.3 - Silicon:

- If installed by Bella Vista 1 year only on silicon separation (we have no control over ground movement especially if property is on stumps or a new build).
- 6 months on Silicon discoloration (no warranty on discolouration or mould due to us not having control over what clients use to clean the shower with or how often the shower is cleaned).

8.4 - Water Leaks:

- No warranty on open front or side showers.

8.5 – Nano Coating

No warranty on Nano Coating once glass is installed due to inability of Bella Vista to control cleaning of glass.

9. SERVICING and MAINTENANCE

Servicing of Fixings are to be carried out as per AS guidelines. This is required every six months and must be performed by a qualified glazier or shower screen installer. In case of warranty claim a receipt for servicing will be requested. Warranty will not apply due to lack of maintenance. maintenance must be carried out every six months by a reputable installer or licensed glazier in order not to void warranty and to comply with Australian standard that applies to frameless glass fixings.

If screen is installed by Bella Vista, the warranty period is 25 Years on the glass if the servicing of hardware is done as per above otherwise warranty is void.

Glass Cleaning:

Should only be cleaned with mild soap or Windex and no other chemicals to be used.

Hardware Cleaning:

Mild soap with water as basic cleaning and for removing for soap scum or dirt that is difficult to remove **Jif Cream Regular** white bottle only can be used Jif Yellow bottle is not allowed to be used due to the contents being too coarse and might scratch the surface. (Jif is made by Unilever and can be purchased from most super markets).

10. Recommendations

To reduce soap scum, it is recommended to bottle soap or liquid soap.

Rinse shower after each usage especially if hair conditioner is used.

Chipping, marking, scratching or deliberately damaging the Glass is not covered by warranty.

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Campbellfield,
Victoria 3061.

Fax: (03) 9305 4311
Email: sales@bella-vista.net.au

2100mm fixed Panel /Walk in Shower Screens Warranty – Supply Only (Residential)

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(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, Building Group P/L 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.

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8.3 - Glass

1. 10 years against Pitting in centre or Fading (if non-recommended chemicals are used or non-regular cleaning warranty is void).

8.4 - Silicon:

No warranty on Silicon work unless installed by Bella Vista installer.

8.5 - Water Leaks:

No Warranty on water leaks.

8.6 – Nano Coating

No warranty on Nano Coating once glass is installed due to inability of Bella Vista to control cleaning of glass.

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