

Rainware Pty Ltd

ABN: 96 640 055 079 ACN: 134 925 705

Current: 1st January 2012

Guarantees and Warranties

1. Please read these conditions carefully before completing your purchase.

- 2. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and 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.
- 3. If there is a major fault with our goods, under the ACL guarantees you have a choice of:
 - a) asking for a replacement
 - b) asking for a refund; or
 - c) keeping the goods and asking for compensation for the drop in value caused by the fault.

If the fault with our goods is minor, Rainware has the choice of providing a refund, replacement or repair. You can also make a claim for any loss or damage you have suffered because of the fault.

- 4. Under ACL, our goods are guaranteed to be of acceptable quality. This means they must be fit for their intended purpose, acceptable in appearance and finish, free from defects and safe and durable.
- 5. All our goods should be installed by suitable qualified personnel in accordance with the relevant Australian Standards and local Codes of Practice. Do not expose our goods to excessive heat or corrosive agents. To help you use our goods correctly, we have provided instructions with our products and on our website www.rainware.com.au If you do not follow our instructions, fail to take proper care of our goods or use our goods in an abnormal or inappropriate way, we may dispute a claim that our goods are not of acceptable quality.
- 6. It is our policy to make all statements about our goods and answer any questions in writing. If you do not have our statement or answer in writing, we may dispute the statement or answer.
- 7. Our goods are sold as complete products. All repairs to the internal plumbing must be carried out by a Rainware representative. Replacement of consumable parts (e.g. Tap washers and o'rings) should be carried out by a suitably qualified personnel in accordance with the relevant Australian Standards and local Codes of Practice.
- 8. If you want to make a claim under a guarantee, you may contact us with the details of the goods you have purchased and the fault with those goods. Please phone, fax, email or write to us using the details at the bottom of these conditions.
- 9. Under the ACL, our goods are guaranteed to have a reasonable life. On top of this guarantee, we provide an express warranty against defects for the following periods:

Bribie Shower Family 2 years

Aussie Shower Family 5 years

Suncoast Shower Family 10 years

Noosa Shower Family 10 years

Californian Shower Family 10 years

Beach Shower Family 10 years with a 2 year valve warranty

Miami Shower Family 10 years

Rainware Tapware Family 10 years

All consumable parts (Tap washers, body washers & o'rings) 1 year – supply only warranty

- 10. Our warranty starts from the date of the Tax Invoice and must be provided upon a warranty claim as proof of purchase.
- 11. Our goods are intended for outdoor use in a wet environment. Placement of goods is at the discretion of the purchaser; any water damage to property caused by our products will not be covered under this warranty.
- 12. By purchasing our goods, you are entitled to claim our express warranty against defects. If there is a defect with our goods, and the defect was not caused by failing to follow our instructions, take proper care of our goods or using our goods in an abnormal way, under our express warranty you have the choice of:
 - a) asking for a refund; or
 - b) asking for a repair; or
 - c) asking for a replacement.
- 13. If you wish to make a claim under the warranty, you may fax, email or write a letter to us describing the defect (together with a copy of your Tax Invoice) using the details at the bottom of these conditions. If the defective product is to be returned to our factory for repair or replacement, Rainware will arrange the freight at our expense. The expense of disconnecting or removing and reinstalling the new or repaired product will become the expense of the claimant.
- 14. Nothing in these conditions excludes, restricts or modifies any of your rights under the ACL. If you wish to know more about your rights under the ACL, you can go to www.consumerlaw.gov.au

Rainware Pty Ltd

Unit 1 No.9 Newing Way Caloundra West

Queensland Australia 4551

Telephone: 07 5492 6200 Facsimile: 07 5492 6788

Website: www.rainware.com.au

Email: sales@rainware.com.au