

## Metlam Australia Product Warranty Statement

Metlam Australia Pty Ltd guarantees to all purchasers that each new Metlam product as bought via our distributors / merchants is free from defects in all material and workmanship and is fit for purpose in use and application, upon the following terms, conditions and limitations.

“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.”

- a. This Warranty is limited to replacing or repairing, at our discretion, any Metlam product or part thereof, which upon our inspection is determined to have been defective within the limitations of this Warranty
  
- b. The Warranty does not include installation or any other charge, and does not apply to any product which is damaged or ineffective in operation due to:
  - Accident, abuse or misuse, improper handling, insufficient protection during the construction program
  - Misuse or abusive use of the product, including physical abuse;
  - Incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the product);
  - Improper installation;
  - Incorrect or improper maintenance or failure to maintain the product;
  - Failure to clean or improper cleaning of the product;
  - Incorrect voltage or non-authorized electrical connections;
  - Adverse conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond our control;
  - Exposure to excessive or extreme environment;
  - Exposure to abnormally corrosive conditions;
  - Use of non-authorized/non-standard, defective or incompatible parts or incorrect /unsuitable consumables;
  - Repair, modification or other work carried out on the product other than by authorized Service Personnel
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- c. This Warranty does not encompass fasteners or anchoring devices (other than those supplied by Metlam, which in turn are not covered if proven to have been incorrectly installed) or Consumables

- d. The period during which Metlam Australia Pty Ltd products are warranted is as follows, from the date of Invoice to a distributor / merchant.
- i. Metlam Commercial Washroom Products for the Term of ONE (1) Year
  - ii. Metlam Toilet Partition & Commercial Door Hardware for the Term of ONE (1) Year
  - iii. Metlam Hand Dryer Product Category for the term of FIVE (5) Years - (for all Hand Dryer models purchased after the 1<sup>st</sup> of July 2016) - Incorporating replacement or repair of parts or the full unit at the discretion of Metlam or an authorized Metlam service agent if deemed defective, including if required labor costs by a authorized Metlam service agent within the period of the first THREE (3) years. After the first THREE (3) Years this warranty is limited to the repair or replacement of parts deemed to be defective only, not labour or transport costs. Please note this warranty does not include parts that are deemed to be consumable such as but not limited to filters, ceramic pads etc.
  - iv. Should Metlam Australia Pty Ltd be liable for a breach of a condition of warranty implied by Division 2 of Part V of The Trade Practices Act 1974 ("Act"), (not being a condition or warranty implied by Section 69 of the Act) our liability for the breach will, subject to Section 68A(s) of the Act, be limited to one of the following as determined by us:
    - a. If the breach relates to goods:
      - i. The replacement of the goods or the supply of equivalent goods;
      - ii. The repair of such goods;
      - iii. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
      - iv. The payment of the cost of having the goods repaired; and
    - b. If the breach relates to services;
      - i. The supply of the service again;
      - ii. The payment of the cost of having the service supplied again
  - f. The replacement or repair of defective Metlam Australia Pty product as stated in this Warranty shall constitute the sole remedy of the purchaser/installer/end-user and the sole liability of Metlam Australia Pty Ltd under this Warranty and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or otherwise.
  - g. This Warranty extends only to commercial and/or institutional purchasers and is subject to inspection by an appointed agent of Metlam Australia Pty Ltd to determine any defect, at which point in time if proven to not be of either material or workmanship, a fee of up to AUD\$100 will be applied.
  - h. This Warranty is in addition to other rights and remedies of the customer under law.
  - i. Please contact Metlam Australia ([service@metlam.com.au](mailto:service@metlam.com.au)) using the details as per below for any claims or information regarding this warranty