FRANKE - PROFESSIONAL APPLIANCES EXPRESS WARRANTY

Australian Consumer Guarantees

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 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.

Express Warranty Details

As well as your consumer guarantees under the Australian Consumer Law, PR Kitchen and Washroom Systems Pty Ltd ACN 138 663 279 (**PRKS**) offers original purchasers of the Products (**Customer** or **you**) the additional express warranty described in this document (**Express Warranty**) in respect of Franke Professional Appliances used in a domestic/residential setting (**Product**).

The benefits provided under this Express Warranty are additional to other rights and remedies available to the Customer under the Australian Consumer Law and do not derogate or reduce your rights under the Australian Consumer Law.

The conditions, limitations and exclusions that apply to this Express Warranty are set out in this document. This Express Warranty is not transferable and is given to Customers when the Product is used in a domestic or residential setting.

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Term of the Express Warranty

The Express Warranty is valid for 5 Years from date of purchase of the Product (**Warranty Period**).

Express Warranty

Subject to the terms set out in this document, PRKS warrants to Customers that the Product will be free from defects in materials and workmanship during the Warranty Period.

If the Product fails to operate or is defective during the Warranty Period under normal operating conditions as a result of a defect in materials or workmanship, subject to the exceptions set out under the heading **Conditions** below, PRKS will, at its discretion either:

- replace the Product or a component of the Product; or
- repair the Product or a component of the Product using new, used or refurbished replacement parts,

Conditions

This Express Warranty does not cover and expressly excludes: damage to the Product or a defect in or failure of the Product resulting directly or indirectly from any of the following:

- alteration, modification or disassembly of the Product;
- the Product being used in a way for which it was not designed or in a manner contrary to the instructions provided with the Product (including in respect of maintenance of the Product);
- abuse, misuse, negligence, willful damage neglect or vandalism;
- corrosion from environmental conditions or chemical treatments;
- fire, accident or theft;
- damage caused while the Product is being transported (except by PRKS);
- external sources, including but not limited to blown fuses, power failure, faulty installation;
- natural disasters, or other 'acts of God', including but not limited to damage from flooding, drought, lightning, hurricanes, hail, windstorms, earthquakes,
- tornadoes, gales, cyclones or other causes beyond the control of PRKS; or
- normal wear and tear;
- scratching, denting, rusting, spotting, discolouration or tampering with the Product. Any imperfections in the finishes or in the natural materials used should not be considered as faults but a typical characteristic of these crafted products;

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- Products:
  - used in commercial settings;
  - that were not installed in accordance with the manufacturer's installation instructions, by a qualified installer and licensed plumber or in accordance with any applicable standards published by Standards Australia that apply to the Product; or
  - that were purchased second hand, at auction, or from a person other than an authorised representative of PRKS;
- maintenance or repair performed by unauthorised persons and/or use of spare parts that are not genuine;
- when the Customer cannot provide documentation evidencing date of purchase of the Product;
- incidental, indirect or consequential loss or damage including loss of or damage to property, injury to, illness or death of, any person in connection with a Product failure or defect; or
- product removal or re-installation costs, visits and calls of specialised technicians and costs borne by the Customer due to the unavailability and/or non-use of the Product.

The Remedy is the sole remedy under this Express Warranty.

Extra Representations

No representation or warranty by any person, including a PRKS employee or agent, shall be binding to the extent that they are inconsistent with or to the extent that the representation expands this Express Warranty unless expressly incorporated in writing in this document. This Express Warranty supersedes and overrides all prior agreements, representations and warranties made by PRKS and its authorised agents.

Making an Express Warranty Claim

If the Customer becomes aware, or ought reasonably be aware of any defect, damage or deterioration to the Product, the Customer must stop using the Product and promptly report it to PRKS within the Warranty Period

To make a claim under this Express Warranty, please contact PRKS by submitting an enquiry customercare@prks.com.au or (03) 9700 9100 Australia: customercare@prks.co.nz or (09) 964 0400 New Zealand.

You will need to provide us with:

1. model number of your Product
2. details of the problem you have experienced with the Product;
3. a copy of your original purchase receipt;
4. address details of where the product is installed; and
5. any relevant pictures can be attached if lodging the claim online.

Express Warranty claims received after the Warranty Period will not be accepted.

Expenses

Subject to the following terms, PRKS will provide the Remedy to the Customer at its cost:

- PRKS is not responsible for any associated or ancillary costs that you incur as a result of replacement or repair of your Product unless PRKS has given its prior written approval.
- Where a claim has been made under this Express Warranty and the Product is located outside of a 50km radius from any store where the Product can be purchased from an authorised retail (**Warranty Area**), you are responsible for the cost of delivery to the nearest service agent or the travel cost for a technician to travel to a location outside the Warranty Area.

PR Kitchen & Washroom Systems Pty Ltd, Proud distributors for Franke

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