

10 Year Limited Warranty Marblo[®] Designer Bathware

Marblo Group Pty Limited A.C.N.: 106 265 945 of Unit 5, Marblo Business Centre, 13 Boundary Road Northmead, NSW, 2152 (the "Supplier") is proud to provide this limited warranty (this "Warranty") to support our commitment to your satisfaction with Marblo[®] solid surface bath-ware in our range of sinks, basins and vanity tops (the "Product"). Please read our care and maintenance recommendations to see how easy it is to care for your Marblo[®] bath-ware product to ensure years of service from your Marblo[®] investment.

1. The Warranty

The Supplier gives the following Warranty in respect to the Product, subject to the terms and conditions set out below.

2. 10 Year Product Warranty

The Supplier warrants for a period of ten (10) years from the date of initial purchase to, at its sole option repair or replace with an equivalent Product free of charge, any Product that is found after inspection by a representative of the Supplier, to be defective in construction or material.

All replacement Products will be available for collection without charge to the customer from Marblo's warehouse at Unit 5, 13 Boundary Road, Northmead NSW 2152, or the showroom from which the Product was purchased.

The labour for the replacement of the Products to which this Warranty applies, will be provided by the Supplier using a licensed plumber or tradesperson engaged by the Supplier within one (1) year from the purchase date. Labour will not be provided for any claim after installation of the Product, if that claim is for wrong delivery, damage or any other defect or fault that should have been reasonably detected before or during installation.

3. Warranty Not Transferable

This Warranty is valid only to the original owner of the property in which the Products were initially installed or delivered and is not transferable to subsequent owners. Upon transfer of title by the original owner to any third party this Warranty shall be void and shall cease to have effect.

4. Claims

All claims under this Warranty must be made by notice in writing issued to the Supplier and include proof of purchase (showing the date of purchase), within 28 days after the occurrence of any event which gives rise to a claim pursuant to this Warranty.

5. Not Covered by this Warranty

This Warranty does not cover damage or defect arising out of:

- (a) fair wear and tear;
- (b) misuse, abuse or mishap;
- (c) failure to clean or maintain the Products in accordance with the Supplier's instructions;
- (d) exposure to excessive heat, direct flames, ultraviolet radiation or harsh chemicals;
- (e) use of abrasive cleaners, steel-wool, metal implements or objects with sharp edges on the surface of the Products;
- (f) Incorrect installation, installation not in accordance with the Supplier's instructions or installation by any person other than a licensed plumber; and or
- (g) any occurrence that is not due to a defect or fault in the manufacture of Products.

6. Statutory Rights

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.

7. Supplier's Liability

- (i) To the fullest extent permitted by law, the Supplier excludes all liability for damage or injury to any person, damage to any property, and any indirect, consequential or other loss or damage.
- (ii) The Supplier's liability for a breach of any expressed term or condition under this Warranty or any non-excludable, implied term or warranty is limited at the option of the Supplier to:
 - (a) repair of the Products; or
 - (b) replacement of the Products, that breached this Warranty.

In the unlikely event of a problem with any Marblo[®] Product or to learn more about caring for your Product, please contact your local Marblo office on +61 2 9683 7788 or visit www.marblo.com.au.