

LW Gemmell Warranty Statement

1. LWG provides consumers with the following warranty in relation to this Product, in addition to complying with the requirements of any relevant legislation, including the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand (the **Acts**), except where a New Zealand consumer acquires the relevant Product for the purposes of a business.
2. In this warranty, we have used the following definitions:
 - (a) **LWG, our or we** means LW Gemmell, a division of Hills Holdings Limited ABN 35 007 573 417 of 159 Port Road Hindmarsh South Australia 5007;
 - (b) **Products** means the goods purchased by the consumer from LWG to which this warranty document is attached;
 - (c) **Material** means a material or component used in the manufacture of the Products;
 - (d) **Warranty Period** means 12 months from the date of purchase of the relevant Product. If the Product or part (as the case may be) is repaired or replaced, there will be no extension to the original warranty period; and
 - (e) **Workmanship** means the handling, assembly and manufacturing processes performed by or on behalf of LWG in order to manufacture the Products.
3. LWG warrants that for the duration of the Warranty Period, the Products will be free of faults arising from defects in Workmanship or Materials, on the terms and conditions set out in this warranty.
4. LWG undertakes that if during the Warranty Period any Product, or any part of any Product, has failed to operate correctly due to faulty Workmanship or defective Material, it will repair or replace the relevant Product or part (as the case may be) free of charge provided that the following procedure is met:
 - (a) The consumer must contact LWG upon becoming aware of any defect to the Product and complete and return a Service Request Form. The Service Request Form is available at www.lwgemmell.com.au or upon request from LWG. The contact details for LWG are set out at the bottom of this page under the heading "LWG Offices".
 - (b) Following consultation with LWG, LWG will determine whether there is a defect, and if so LWG agrees (at LWG's option) to repair, replace or supply equivalent goods, or pay the cost of any of those remedies to the consumer.
 - (c) If LWG requests the return of the applicable Product or part, LWG will be responsible for the collection and freight costs of returning that Product or part. The consumer agrees to assist LWG with any reasonable request to enable LWG to collect such Product or part.
 - (d) LWG also agrees to be responsible for the freight costs to deliver any new Product or replacement part to the consumer.
5. The consumer's right to this warranty will cease to apply where the Product has not been installed to applicable AS/NZS Plumbing Standards, prevailing at the time the Product is installed.
6. This warranty is in addition to any non-excludable legal rights or remedies conferred on the consumer under any applicable Act and any similar laws. To the extent permitted by law, LWG's liability for any non-excludable condition or warranty is limited to rectifying any defect at its option, as set out in paragraph 4(b).
7. Subject to the requirements of any applicable Act or legislation and to the extent permitted by law, no liability (whether expressed or implied) of any nature whatsoever, is accepted by LWG for any consequential loss, damage or injury arising as a result of any fault in the Products.
8. This warranty does not extend to damage to Products which occurs during transit or transportation, or which is caused by any abuse, accident or improper installation, connection, use, adjustment or repair or use of goods otherwise than in accordance with instructions issued by LWG or the manufacturer of the Product.
9. The following applies to consumers who purchased a relevant Product in Australia:

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.

LWG Offices

Website: www.lwgemmell.com.au

VIC

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NSW

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