

PRODUCT WARRANTY STATEMENT - WATTS AUSTRALIA

EFFECTIVE 20 November 2023

This Warranty Statement applies to products supplied by Australian Valve Group Pty Ltd (ACN 068 227 270) (**AVG**) or Enware Pty Ltd (ACN 662 302 767) (**Enware**) (each of AVG and Enware, a **Supplier**) and installed within Australia.

Subject to the terms and conditions outlined in this Warranty Statement, each Supplier warrants to its customers that a product supplied by it (**Product**) will be free from all defects in material and workmanship under normal usage for the applicable Warranty Period (as set out in the Warranty Table below). The Warranty Period commences from the date of delivery of the relevant Product.

1. Conditions

The warranty provided under this Warranty Statement will not apply in respect of a Product (or any Product defect, fault or resulting damage) if:

- (a) the Product is not installed and maintained in accordance with the requirements of the applicable laws, standards and codes (including, without limitation to, the National Construction Code Volume Three – Plumbing Code of Australia, associated reference standards as applicable at the time and AS/NZS 3500);
- (b) the Product is not installed and maintained by a qualified technician in accordance with the relevant installation and operation manual and instructions; and
- (c) any Product defect, fault or resulting damage arises from:
 - (i) failure by you or any other person to follow the relevant manual or instructions (relating to the handling, storage, installation, fitting, connection, adjustment, maintenance or repair of the Product) published or provided by the Supplier;
 - (ii) failure by you or any other person responsible for the fitting, installation, or other work on the Product to follow or conform to applicable laws, standards and codes (including, without limitation to, the AS/NZ 3500 set of Standards, all applicable State and Territory Plumbing Codes, the Plumbing Code of Australia and directions and requirements of local and other statutory authorities);
 - (iii) any parts or components not manufactured by the Supplier (or otherwise not authorised by the Supplier) are installed or combined with the Product, without the prior authorisation of the Supplier; or
 - (iv) any act or circumstance beyond our control including, without limitation to, accident, abnormal use, vandalism, fouling caused by foreign material, damage from adverse water conditions, chemical, acts of God, damage to buildings, other structures and infrastructure and loss or damage during transit or transportation of the Product, or any abuse, misuse, misapplication, improper installation or connection, or improper maintenance or alteration of the Product.

2. Make a claim

To make a claim under this Warranty Statement, you must notify the relevant Supplier in writing within 7 days of any alleged defect in the Product coming to your attention and provide the Supplier with proof of your purchase of the Product to the relevant Supplier:

- (a) If the Product is supplied by **AVG**, please contact AVG by telephone at 1800 284 287, or by email via its online portal <https://www.wattsau.com.au/support>.
- (b) If the Product is supplied by **Enware**, please complete the Product Service Request form (ENF091), which is available on request from our office (see contact details below), or online via <https://www.enware.com.au/service-warranty/>. All notifications and accompanying forms must be sent to Enware marked for the attention of Enware, 9 Endeavour Road, Caringbah NSW 2229. Enware can also be contacted by telephone (1300 369 273) or by email (info@enware.com.au).

On receipt of a notification from you of a claim under this Warranty Statement, the relevant Supplier may contact you requesting you provide reasonably additional evidence, information or details about your claim, or requiring that the relevant Product should be returned to the Supplier (in accordance with the Supplier's instructions) for inspection and testing.

Your failure to comply with any such request within a reasonable amount of time may result in your claim under this Warranty Statement being rejected.

3. Our responsibilities

- (a) In the event that the Supplier is reasonably satisfied that there is a defect in the relevant Product within the applicable Warranty Period, the Supplier will, at its option, replace the Product, supply an equivalent product or repair the Product, free of charge. Your costs in making a warranty claim under this Warranty Statement, including any costs in relation to freight, collection, delivery and installation, are to be borne and paid by you. However, if in respect of a Product, it is indicated in the Warranty Table that labour support will be provided, and the Supplier is reasonably satisfied that a defect in the Product takes place during the period that labour support will be provided as indicated in the Warranty Table, the Supplier will bear the costs for delivery, repair and installation of the replacement Product (as applicable).
- (b) TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO PARAGRAPH 4 BELOW AND THE OPERATION OF THE AUSTRALIAN CONSUMER LAW:
 - (i) THE WARRANTY SET OUT IN THIS WARRANTY STATEMENT IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE SUPPLIER WITH RESPECT TO THE RELEVANT PRODUCT;
 - (ii) THE SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED;
 - (iii) THE SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND
 - (iv) THE REMEDY DESCRIBED IN THIS WARRANTY STATEMENT SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND THE SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED IF THE PRODUCT DOES NOT WORK PROPERLY.

4. Australian Consumer Law

This paragraph 4 applies if you are a 'Consumer' (as defined in section 3 of the Australian Consumer Law (**ACL**)) and the Product or services supplied to you falls within the goods or services which, for the purposes of the ACL, are of a kind ordinarily acquired for personal, domestic or household use or consumption.

The Products and services provided by the Supplier come with guarantees that cannot be excluded under the ACL, and nothing in this Warranty Statement should be interpreted as attempting to exclude, restrict or modify such guarantees or your rights under the ACL. For major failures with any services, you are entitled:

- (c) to cancel your service contract with us; and
- (d) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with Products. If a failure with the Product or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Products and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Products or service'.

5. Warranty table

*the applicable period commences on the date of delivery of the Product.

PRODUCT GROUP	PRODUCT SERIES CODES	WARRANTY PERIOD (YEARS)*	LABOUR SUPPORT (YEARS)*
General Tapware, Spouts & Outlets- Chrome Plated	CS/CSQ, VP/VPQ/VPL, PZ/PZQ, LEV/LJV, LEVSQ, HOS/HPS, JPS/JHS, EX, LF/LFQ (EXCLUDING GAS TURRETS), LCS/LCQ, TFC, BUB (BUBBLERS, SPRING ACTION AND BOTTLE FILLERS), DET, SP, CN, AMA, LIV, WLC	10	2
Commercial Lab and Gas Turrets	LCN/LC/LF	5	3
Food Service	FWS/FHS/FS/FSB	2	2
Hand Showers	SGR/SP	5	5
Beach (Column) Showers	ECS	2	2
Enware Electronic-Sensor, Correctional, Smart Flow Systems	ENM, EMD, CN, DET	3	2
Smart Flow Electronic Components	SFM, WMS, CN	3	2
Enware-Oras Lever mixers	SAF	15	2
Amara Lever	AMA	9	1
Aquablend Thermostatic Mixing Valves and Spare Parts	ATM, ATMV	5	5
Aquablend Cabinets, Pipework and additional Valves	ATMS	2	None
Flushing	EMF	3	2
Water Chillers	DFSA, CDF	1	1
Safety	ECE, EEE, ENB, EFE, EL, ENBE, EM, SELF CONTAINED AND GRAVITY FED	2	1

Safety Accessories and Spare Parts	LIGHTING, SENSORS, RELIEF, VALVES, AUDIO VISUAL ALARMS AND ASSOCIATED EQUIPMENT	1	None
Water Meters	EHM Series	2	2
Water Meter System Equipment	EHM Series	1	1
Accessories and Spare Parts	EHM Series	1	1
Sanitaryware	ENWARE WELLBEING	2	2
	SPARE PARTS AND ACCESSORIES	1	None
	IFO TOILETS	10	10 Years Parts Only (Ceramics) 2 Years Parts Only (Flush Valves, WC seats, Fittings and Accessories)
	SPARE PARTS AND ACCESSORIES	2	None
	KOLO BASINS	10	None
	SPARE PARTS AND ACCESSORIES	2	None
Care	CAREKIT ACCESSIBLE TOILET SOLUTIONS	AS PER INDIVIDUAL COMPONENT WARRANTIES	
	PROFILO CARE BATHROOM SOLUTIONS- ADJUSTABLE HEIGHT AND FIXED ARMS, SEATS AND ACCESSORIES	5	None
	ROPOX CHANGE BEDS, SHOWER BEDS, NURSING TABLES	1	None
	STAINLESS STEEL GRAB RAILS, SHOWER RAILS AND SEATS	5	None
	SOLID SURFACE BASINS	5	None
	PRESSALIT ARMS	5	None
	PRESSALIT TOILET SEATS- NON CARE (IFO553/554)	10	None

	PRESSALIT TOILET SEATS- CARE (DANIA R37)	5	None
	INDIVO AND SCT 3000	5	None
	SCANSEAT- LUTANA	2	None
Stainless Steel	BARIATRIC PAN	1	None
	CLEANERS SINK	1	None
LEEC – Mortuary, Anatomical Science and Funeral Home	TROLLEYS (ENL)	1	None
	TRAYS (ENL)	1	None
	COOLING AND BODY STORAGE (ENL)	1	None
Watts brand products		1	None
FEBCO brand products		1	None
AMES brand products		1	None
Flomatic brand products		1	None
AVG brand products		2	None