

# VANITY WARRANTY

A.B.N. 23 108 039 283

THIS WARRANTY AND ITS WRITTEN TERMS ARE BACKED AND SERVICED BY Bella Vista Bathware.

## TERMS AND CONDITIONS OF SALE

All sales are expressly limited to and made conditional upon the exact terms and conditions herein. Objection by customer to any of the terms contained herein shall be deemed to have been waived if written notice of the objection is not received by Bella Vista Bathware (the "Company") within (60) sixty days of the date of receipt of these terms and conditions or before part of any goods ordered are accepted by the customer, whichever occurs first.

### **1. LIMITED WARRANTY AND DISCLAIMER.**

Warranty will only be valid if it is only installed by a licensed Plumber and a plumbing certificate and a receipt from the plumber that installed the vanity is supplied to us upon request .

Please read through instructions before starting installation. Also check for any further instructions attached the cabinet, top or packaging.

- check vanity unit for any damage before installing. If there is damage, please notify the merchant where the vanity was purchased to organise a replacement product. Once you install the vanity is deemed as accepting the condition of the vanity unit.
- Always tile the area first before installing the vanity. The vanity and top must sit in front of the tiling, If you tile around the vanity or top, the warranty will be void.
- When using silicone, always use bathroom grade silicone with a mould inhibitor.
- Also check to make sure the doors and drawers open and close properly before installing.
- Unscrew all handles from doors and drawers from inside of cabinet and re-install on outside of cabinet.
- If the vanity is to be wall hung, the cabinet should be used as the template to measure out adequate wall fixing for behind the wall for the cabinet to fix to.
  
- Drill holes for pipes with appropriate sized hole saws and caulk the hole once pipe has been positioned to water proof it.
- When installing the waste to the top, do not over tighten as this may cause damage to the top and will not be covered under warranty.
- Make sure there is minimum 3mm silicon between the top and the waste and around the waste nut under the top to seal the waste.
- Install the tap ware as per tap ware instructions making sure not to over tighten the fittings that can cause fracture to the top.
- Vanity top to be secured with an unbroken bead of non-acidic silicone on all surfaces between the cabinet and the top.
- During transportation, installation and uneven floors may cause uneven gaps between doors and drawers. In this case, doors and draws will need to be adjusted by the installer.
- All edges where vanity cabinet and top meet walls and floor must be properly sealed with silicon. The vanity must be sealed to prevent water penetration. Materials used in the cabinet are water resistant and not water proof. If there is any water spillage, immediately wipe dry to prevent water damage. Water damage is not covered under warranty.

(a) General Disclaimer. *Except for the limited warranty as stated in this agreement, there are no warranties, expressed or implied, by operation of law or otherwise. The company disclaims the implied warranty of merchantability, fitness for a particular purpose or use, or any other matter. In particular, Bella Vista Bathware assumes no responsibility for breakage, improper usage, failure of products on account of faulty installation or building construction or design, improper handling, customer processing or fabrication (including application of coatings, films, etc.) In no event will the company be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits or savings, even if the company knew or should have known of the possibility of such damages.*

### **2. STATUTE OF LIMITATIONS.**

Any action for breach of contract must be commenced by the customer within 30 days after the cause of action has accrued.

### **3. CUSTOMER'S REMEDY.**

Customer's sole and exclusive remedy on account or in respect of nonconforming or defective goods, at the Company's option, shall be replacement of such goods by the Company at the original point of delivery or refund of the purchase price. When the Company has processed glass supplied by the Customer, the Customer's sole and exclusive remedy shall be the processing of additional glass by the Company, such mirror to be supplied by the Customer at no cost to the Company, F.O.B. the Company's plant. The Company shall not be liable for breakage of customer's glass accepted into the Company's plant for processing, regardless of whether the breakage occurred in the processing, toughening, or handling prior to or subsequent to the processing. The Company shall in no event be liable for the cost of any labour expended by others on any nonconforming or defective goods or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such goods are defective or nonconforming.

### **4. PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES.**

Except in the particulars specified by the Customer and expressly agreed to in writing by the Company, all goods shall be produced in accordance with Company's standard practices. All goods, including goods produced to meet specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular factory practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

### **5. EXCLUSIONS**

The Warranty specifically excludes liability for any failure from any cause other than faulty materials and specifically excludes any liability for consequential losses or damage following installation. Subject to limitations imposed by the Competition and Consumer Act 2010 (Cth) and any other applicable legislation, this Warranty is in substitution for and to the exclusion of all other rights and remedies (if any). In particular implied conditions and warranties under s18 to s15 of the Victorian Goods Act 1958 are specifically excluded from this Warranty.

### **6. WARRANTY OF REPLACEMENT PRODUCT**

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product. Warranty period is 12 months from date of purchase on hardware. 5 years warranty on vanity structure (does not include, chipping, breaking or peeling). We remind you that vanity breakage is not covered by warranty once it leaves our premises .it is something you should take up with your insurance company or the installer.

### **7. MISCELLANEOUS.**

This Warranty shall be governed and interpreted according to the laws applying in the State of Victoria, Australia and the Buyer agrees that any proceedings in relation to this Warranty shall be commenced in Victorian courts.



# VANITY WARRANTY CARD

- The warranty period commences from the *date of purchase*.
- Warranty period is valid for the time specified under specific product.
- Vanity breakage is NOT covered by warranty once it has left our premises  
In one piece, Breakage is something you should take up with your Insurance company or the installer.
- This is a parts replacement warranty **ONLY**.

**Please refer to our Warranty terms and conditions attached or on the back of this card.**

*“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.”*

***In order to make a warranty claim you must follow the procedure outlined below:***

1. You must have completed and lodged a warranty card with the supplier within the 60 days of purchase date on your proof of purchase.
2. You must contact your place of purchase and provide a proof of purchase to make a claim.
3. You must provide the following information to validate your claim:
  - a. A copy of the proof of purchase.
  - b. If at all possible – supply photos showing the issue claimed – preferably in electronic form for transmission to the supplier. While not mandatory this will speed the processing of your claim considerably.
  - c. Clearly state the grounds for the claim and describe any relevant circumstances.
  - d. An assurance that the product has not been damaged, incorrectly assembled, installed or operated, exposed to the elements, negligently treated, or misused. Any false representations may void your claim and constitute a breach in law.
4. The requested information will be submitted to the supplier of the product who will handle the claim. You will be contacted by a representative of the supplier who will respond to bona fide claims in a timely manner.
5. The product may only be returned to the manufacturer after approval, in writing from the supplier.
6. The warranty will on be executed as in the terms stated under the warranty conditions specific to your product.

**Please complete the form below and return within 60 days.**

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Name:

Address:

Phone:  Email:

Product Model Number:

Installed By:

Registered Installer PH No:

**Please send to:**

Bella Vista Bathware

45a Metrolink Circuit West,  
Campbellfield, Victoria 3061.

Fax: (03) 9305 4311

Email: [sales@bellavista.net.au](mailto:sales@bellavista.net.au)