



Everhard Industries Pty Ltd ACN 009 690 859 (**Everhard Industries**) offers You a warranty against defects for the Products on the terms of this document (**Warranty**).

DEFINITIONS

In this Warranty:

Concrete Basin means the Concrete Basin only, excluding the plug and waste, manufactured by Concrete Nation and distributed by Everhard Industries

You means a person that purchases the Products for their own personal, domestic or household use and any person, such as a builder, developer or plumber, that purchases the product for use in a new building but does not include any other person that purchases the Product for resale or resupply

WARRANTY PERIOD

In addition to Your rights and remedies under a law in relation to the Product, Everhard Industries offers You a warranty that the Product will be free from defects for the following periods (Warranty Periods):

Artesian Series Concrete Basin: 2 Years

Each Warranty Period above commences on the date of purchase or, where the Product is installed in a new building, the date of handover in the building's warranty period. For clarity, if the Product is installed in a building that is not a new building, for example as part of renovation work, the Warranty Period for that Product will commence on the date of purchase of that Product.

WARRANTY CONDITIONS

Everhard Industries warrant all concrete basins for a period of one year for labour & two years for replacement from the original date of purchase. Everhard Industries warrants that the product will be free from manufacturing defects provided the product is installed by a licensed installer. Installers must inspect the product prior to installation to ensure it is free from damage. Warranty will not apply where a damaged item has been installed.

This Warranty does not apply to any defect caused or contributed to by any one or more of the following:

- This warranty does not cover edge chipping, surface damage caused by wear and tear, cracking or discolouration due to the product being subjected to high heat or damage caused by improper use or abuse including damage from mishandling or misuse, cracking around voids and cutouts, exposure to ultra violet light, damage from physical or chemical abuse and damage from improper care and maintenance including, but not limited to, damage caused by cleaning with abrasive substances.
- This warranty does not cover scratches or stains.
- This warranty does not cover any chemical damage.
- The warranty will not cover damage to the product because it has been fabricated or installed in an improper manner or contrary to any specifications outlined by Everhard Industries. All basins must be installed with a flexible type of sealant. The use of non-flexible sealant, Liquid Nails or epoxy of any kind will void all warranty and can cause the product to crack.
- This warranty does not cover the altering of any factory-applied finish.
- This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the Everhard Industries product covered under this warranty.
- This warranty does not cover chipping or pinholes occurring during fabrication or through ongoing use.
- This warranty does not cover products that have not been paid in full.
- This warranty is not transferable during the warranty period to any subsequent owner of the residence in which the surface product was originally installed.
- This warranty does not cover routine maintenance and minor conditions such as stains, acid etching, revealing of pinholes, and water spots that are a function of proper care and maintenance and which may be corrected by following the techniques specified in the Care & Maintenance Guide.

- The warranty does not apply where the defect is trivial or insubstantial and where the product is installed with known or visible manufacturing defects at time of installation, including but not limited to color variance or flatness deviation beyond reason.
- Any claim under the warranty will not be recognized or accepted and the warranty does not apply if:
 - The claim is not supported by proof of the purchase of the product from Everhard Industries within two years prior to the date of the claim;
 - The claim is not made within a reasonable period after the defect in the product would have become apparent to a reasonable person; and
 - The product alleged to be defective is not made available for inspection and testing by Everhard Industries or its authorised representatives or consultants.

Note: Concrete products are poured in moulds, therefore when they are removed from the mould they will have some pinholes or bubbles along with other voids, "character markings", and discolorations. These will become more pronounced and increase in number as the products are polished. These holes will be filled but with age some further pinholes may appear in the surface. These are not considered manufacturing defects; rather it is a reflection of the ongoing patina of the concrete product.

This Warranty only applies to You and is not transferable from You to any other person.

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.

HOW TO MAKE A WARRANTY CLAIM

All claims under this Warranty must be made within 14 days of You becoming aware of a suspected defect in the Product (Claims Period). Any claim under this Warranty that is made outside the Claims Period will not be accepted.

To make a claim under this Warranty, You must provide us with the following (Claim Documentation):

- copy of proof of purchase (ensuring the date of purchase is visible);
- your name, contact details and address;
- description of the claimed defect;
- if visible, a photo of the defect;
- if the Product has been installed, written evidence (such as an invoice) that the Product was installed by a licensed plumber (if requested by Everhard Industries); and
- if the Product has been installed in a new Building, the date of installation, address where the Product is installed and the Handover Documentation for the Building which shows the date of handover for that building

If requested by Everhard Industries, You must also provide us with the original copy of the proof of purchase receipt and Handover Documentation.

You must meet the costs of making the Warranty claim, including any postal, phone, facsimile and email communication costs incurred by You.

UNINSTALLED PRODUCTS

If the Product has not been installed, it should be returned to the place of purchase with the Claim Documentation and You should advise the place of purchase that you wish to make a claim under this Warranty. You must arrange and meet the cost of transporting the Product to the place of purchase.



INSTALLED PRODUCTS

If the Product has been installed, please contact Everhard Industries Customer Service on 131 926 or by email at info@everhard.com.au.

For installed Products, Everhard Industries may (subject to Your agreement) arrange for a company representative to attend the place of installation, examine the Product and assess whether the Warranty Conditions have been met. Where Everhard Industries or its company representative determines that the Product is defective under the terms of this Warranty, Everhard Industries will at its election supply, or cover the costs of supplying, a new Product (or equivalent Product if the same Product is no longer available or manufactured). Note: if the fault is clearly visible and should have been noticed at the time of installation, costs involved in the removal and reinstallation are not covered by Everhard Industries.

You must ensure that any Product supplied by Everhard Industries under this Warranty is installed at Your cost by a competent and licensed plumber unless Everhard Industries agrees to pay the cost of having the Product installed as part of the Warranty claim.

Where Everhard Industries or its company representative determine that the fault was caused by incorrect installation (including installation by a person that is not a competent and licensed plumber), or a failure to follow Everhard Industries' installation and use guidelines or the claim is otherwise excluded by the terms of this Warranty, Everhard Industries will not supply any replacement Product under this Warranty and reserves the right to charge You a service fee for attending the location of the installed Product and assessing the Warranty claim. The service fee payable by You in such circumstances will be quoted to You by the Everhard Industries Service Department.