

GENTEC AUSTRALIA PTY LTD
ACN 155 250 285
(Principal)

Standard Warranty Terms

LEG-TERM-002-C



Standard Warranty Terms

1. Warranty

- 1.1 **Gentec Australia Pty Ltd, (also referred to herein interchangeably as Principal, We, Our or Us)** ACN 155 250 285 of Unit 6, 20-28 Ricketty Street, Mascot NSW 2020 warrants that the Goods referred to in the Warranty Schedule will be free from manufacturing defects in materials and workmanship for the period specified for those Goods in the Warranty Schedule. This warranty is given by Gentec subject to the terms and conditions set out in this document and are subject to and form part of the Gentec Standard Supply Terms and Terms of Trade. The date for which the warranty period exists and commences is the date on which the product is invoiced. This is referred to herein as the Date of Order.
- 1.2 Our liability under this warranty, if we are satisfied that the loss or damage was due to a manufacturing defect in the materials or workmanship of the Goods or Parts is limited at our option and in our sole discretion to:
- (a) the repair or replacement of the defective Goods or parts referred to in the Warranty Schedule;
 - (b) the cost of the repair or replacement of the defective Goods or parts referred to in the Warranty Schedule; or
 - (c) the supply of Goods or parts referred to in the Warranty Schedule that are similar or equivalent and as determined by Gentec,
- 1.3 The product and Goods must be installed and be compliant with and in accordance with the requirements of all applicable law(s) and regulatory authorities, including but not limited to any national and local plumbing standards and the National Construction Code Volume Three – Plumbing Code of Australia, associated reference standards as applicable at the time and AS/NZS 3500. Once installed, the product and Goods must always be able to be removed for servicing.
- 1.4 Due to the move towards lead-free products as required in the Australian Building Codes Board (ABCB) Lead in Plumbing Products Implementation Plan 2022 and impending changes in laws and regulations, notwithstanding any other provisions to the contrary in this warranty document and any Terms of Trade, the Customer agrees and acknowledges that Gentec reserves the right in its sole discretion to at any time without prior notice:
- (a) discontinue and stop supplying any products and Goods that are not lead-free or do not adhere to ABCB's requirements or do not comply or will not in the future comply with any requirements under any law or regulations ("Leaded Products"). Some of the Leaded Products are indicated as such in the Warranty Schedule; however, the list is non-exhaustive, and there may be other Leaded Products that may be added or removed from time to time;
 - (b) discontinue any registration or de-register from any certification or accreditation, including but not limited to the WaterMark Certification Scheme, any products or Goods that are Leaded Products; and
 - (c) in relation to any Leaded Products, cease, void, discontinue and exclude from any warranty and cease any obligations of Gentec to repair or replace those Leaded Products referred to in the Warranty Schedule at any time, and the Customer is not entitled to make any claims for any costs, expenses, loss, damages arising from and in connection with this clause 1.4. The Customer acknowledges that the Customer has conducted its due diligence on the suitability of the Leaded Products before purchasing them. Accordingly, the warranty period stated in the Warranty Schedule is subject to this clause 1.4.

Warranty Schedule

Product Range	Parts Contained	Warranty Period (from Date of Order)	Warranty for Parts Replacement ("Yes" if applicable, "No" if not applicable)	Warranty for Labour ("Yes" if applicable, "No" if not applicable)
NUGEN (Note: This product range is a Leaded Product)	Ceramic cartridge	2 years	Yes	No
	Handle	5 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
REBEL (Note: This product range is a Leaded Product)	Ceramic cartridge	2 years	Yes	No
	Handle	5 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
JETFLO (Note: This product range is a Leaded Product)	Ceramic cartridge	2 years	Yes	No
	Handle	2 years	Yes	No
	Body	2 years	Yes	Yes
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
	Spring	1 year	Yes	No
	Trigger spray	1 year	Yes	No
	Trigger spray hose	1 year	Yes	No

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GPJ GPURE®	Ceramic cartridge	5 years	Yes	No
	Handle	5 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
	Spring	1 year	Yes	No
	Trigger spray	2 years	Yes	No
	Trigger spray hose	1 year	Yes	No
SMARTEC	Solenoid valve	2 years	Yes	No
	Power pack	2 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet hose	2 years	Yes	No
	Wall cover plate	5 years	Yes	No
	Sensor	2 years	Yes	No
	Aerator	2 years	Yes	No
SMARTEC SOAP DISPENSERS	Soap pump	2 years	Yes	No
	Power pack	2 years	Yes	No
	Body	5 years	Yes	No
	Sensor	2 years	Yes	No

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GPURE® SMARTEC PLUS	Solenoid valve	2 years	Yes	No
	Power pack	2 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet hose	2 years	Yes	No
	Wall cover plate	5 years	Yes	No
	Sensor	2 years	Yes	No
	Aerator	2 years	Yes	No
GPURE® SMARTEC PLUS SOAP DISPENSERS	Soap pump	2 years	Yes	No
	Power pack	2 years	Yes	No
	Body	5 years	Yes	No
	Sensor	2 years	Yes	No
FLOMIX VALVE	Valve body	5 years	Yes	Yes
	Right angle valve	5 years	Yes	Yes
	Thermostat	1 year	Yes	No
	Strainers	1 year	Yes	No
	Non return valve	1 year	Yes	No
	Stainless Cabinets	1 year	Yes	No

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Product Range	Parts Contained	Warranty Period (from Date of Order)	Warranty for Parts Replacement ("Yes" if applicable, "No" if not applicable)	Warranty for Labour ("Yes" if applicable, "No" if not applicable)
FLOMIX TEMPSET	Valve body	5 years	Yes	Yes
	Right angle valve	5 years	Yes	Yes
	Thermostat cartridge	1 year	Yes	No
	Strainers	1 year	Yes	No
	Non return valve	1 year	Yes	No
ECOSAFE	Body	2 years	Yes	Yes
	Shower head	2 years	Yes	No
	Ball valves	1 year	Yes	No
FLOSTOP	Body	5 years	Yes	Yes
	Cartridge	2 years	Yes	No
	Aerators	2 years	Yes	No
	Flow controllers	1 year	Yes	No
	Inlet hoses	2 years	Yes	No
GPT GPURE®	Body	5 years	Yes	Yes
	Cartridge	5 years	Yes	No
	Aerators	2 years	Yes	No
	Flow controllers	1 year	Yes	No
	Inlet hoses	2 years	Yes	No

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CLEANLINE	Ceramic cartridge	2 years	Yes	Yes
	Handle	5 years	Yes	No
	Body	5 years	Yes	No
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
GPC CLEANLINE	Ceramic cartridge	5 years	Yes	Yes
	Handle	5 years	Yes	No
	Body	5 years	Yes	No
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
GRATE SEAL®	One way valves	5 years	Yes	No
DURALAB	Body	5 years	Yes	Yes
	Cartridges	2 years	Yes	No
	Handles	2 years	Yes	No
ANTI LIGATURE	Body	5 years	Yes	No
	Cartridges	2 years	Yes	No
COMCARE	Body	1 year	Yes	No

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Product Range	Parts Contained	Warranty Period (from Date of Order)	Warranty for Parts Replacement ("Yes" if applicable, "No" if not applicable)	Warranty for Labour ("Yes" if applicable, "No" if not applicable)
ACTEC	Body	1 year	Yes	No
OUTLETS	Body	1 year	Yes	No
GPR REBEL	Ceramic cartridge	2 years	Yes	No
	Handle	5 years	Yes	No
	Body	5 years	Yes	Yes
	Inlet Hoses	2 years	Yes	No
	Aerator	2 years	Yes	No
BAC	Software	1 year	Yes	No
	Hardware	1 year	Yes	No
	Wirings	1 year	Yes	No
	Probes	1 year	Yes	No
STERISAN®	Basins	5 years	Yes	No
	Plug and waste	1 year	Yes	No
	Bottle trap	1 year	Yes	No
	Pans	5 years	Yes	No
	Flushing mechanism	1 year	Yes	No
GPURE® SMARTEC PLUS FLUSHING	Solenoid valves	2 years	Yes	No
	Senor	2 years	Yes	No
	Power packs	1 year	Yes	No

Warranty Schedule

Product Range	Parts Contained	Warranty Period (from Date of Order)	Warranty for Parts Replacement ("Yes" if applicable, "No" if not applicable)	Warranty for Labour ("Yes" if applicable, "No" if not applicable)
GPURE® NUGEN	Cartridge	2 years	Yes	No
	Handle	7 years	Yes	No
	Body	7 years	Yes	Yes
	Inlet hose	2 years	Yes	No
	Aerator	2 years	Yes	No
LESS LEAD TIMED FLOW	Body	5 years	Yes	Yes
	Cartridge	2 years	Yes	No
	Aerators	2 years	Yes	No
	Flow controllers	1 year	Yes	No
	Inlet hoses	2 years	Yes	No

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2. Registration of Goods

- 2.1 Within 5 business days from the Date of Order, the Customer must fully complete the warranty registration form for the Goods on Gentec's website or any warranty registration form provided by Gentec to the Customer (including but not limited to inserting details and information such as dates of proposed installation, proof of purchase and other information on the Goods) to register the Goods. Once registration is completed, the Goods will be considered "Registered Goods".
- 2.2 If the Customer fails to comply with clause 2.1 and the Goods are not Registered Goods, to the maximum extent permitted by law, Gentec may, in its sole discretion, cease, void and exclude from any warranty and cease any obligations of Gentec to repair or replace those Goods that are not Registered Goods, and the Customer is not entitled to make any claims for any costs, expenses, loss, damages arising from and in connection with this clause 2.

3. Servicing of Goods

- 3.1 The Customer acknowledges that there may be Goods or parts of Goods that are subject to long term high intensity usage or identified by service agents approved by Gentec to be as such ("Perishable Parts"). Any such Perishable Parts must be serviced by service agents approved and accredited by Gentec ("Gentec Service Agents") in accordance with the manufacturer's and Gentec's recommendations or annually from the Date of Order if not expressly specified by Gentec and or the manufacturer. The Customer acknowledges and agrees that this warranty does not cover service and maintenance of any Perishable Parts and general wear and tear.
- 3.2 The Customer must service no later than every two (2) years Goods or any parts of Goods by Gentec Service Agents that are not Perishable Parts in accordance with the manufacturer's and Gentec's recommendations and directions. This date will commence and continue from the date of Invoice. The Customer acknowledges and agrees that this warranty does not cover the service and maintenance of any Goods and general wear and tear.
- 3.3 Notwithstanding clauses 3.1 and 3.2, if there is any damage, fault or failure of the Goods between any service periods, that are not covered by warranty, the Customer must service, repair, maintain and rectify the damage, fault or failure in the Goods immediately.
- 3.4 If the Customer fails to service the Goods as required under clause 3, the warranty shall be voided at Gentec's sole discretion.
- 3.5 The Customer must keep prompt and accurate records of the service and maintenance of all Goods. Gentec is entitled to request customers to provide history and documentation regarding the service and maintenance of the Goods.

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4. Making a Claim

- 4.1 To claim this warranty, the Customer must notify Gentec in writing or via email within 5 business days of any alleged defect in any Goods and lodge the Technical Support Form via Gentec's website or contact us for the link to the Technical Support Form. The Customer must immediately after notifying Gentec as stated above, cease any use of the Goods that are subject to the warranty claim.
- 4.2 The Customer must also complete a credit card authorisation accepting liability if the Goods are not considered by Gentec to be faulty, defective, or covered under this Warranty.
- 4.3 Gentec and its representatives will require precise information about the installation of the Goods with detailed pictures and photos to be completed and attached to the Technical Support Form.
- 4.4 Gentec will not tolerate any abuse to our staff or representatives and reserves all of its rights in this matter. Failure to cooperate with Gentec's enquiries or investigation of the Goods may result in rejection of the Customer's notice of defect.

The Goods must remain in situ (as installed) for Gentec to make any repairs and/or inspect the claim. If the Goods are sent back to Gentec without express instruction from Gentec, or uninstalled then Gentec will reject the shipment.

No credit can be raised without confirmation from Gentec and the site must be accessible and provide adequate isolation points to enable Gentec or its representatives to complete the service in a timely manner.

- 4.5 If Gentec or its service agents are required to inspect the Goods at the location of their use or storage the Customer must not refuse Gentec the right to inspect Goods the subject of the warranty claim.
- 4.6 The Customer shall be responsible for its expenses relating to any warranty claim, including but not limited to freight, collection, and delivery costs. If Gentec is required to attend the Customer's site or any other locations to inspect the Goods, and it is found that there is no defect or the defect has been caused by the circumstances listed in clause 5.3 or any circumstances that are not covered under this warranty, the Customer will be responsible for all Gentec's costs including attending on-site.
- 4.7 The Customer has to mitigate its loss to a warranty claim. The Customer must notify Gentec of major Goods failures within 3 business days of becoming aware of such a major failure. If the Customer fails to notify Gentec within this timeframe, then Gentec has the right at its absolute and sole discretion to disclaim all liability for consequential or indirect loss and losses of revenue or profits.
- 4.8 Gentec in its absolute and sole discretion can determine whether or not the Goods are defective and therefore covered by the warranty provided in this document. Gentec will not pay invoices for services or replacement products without written authorisation.

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If the Customer fails to notify Gentec within the timeframe specified and/or non-compliance with Gentec's directions and fails to comply with clause 4, the warranties will be void.

5. Exceptions

- 5.1 Gentec is not responsible for any selection of Goods by the Customer. If the Goods chosen or selected by the Customer are not fit for purpose, Gentec is not responsible for this. Except as may be set out in terms of Trade and the Quote, Gentec makes no express warranties or representations to the Goods or their delivery.
- 5.2 To the full extent permitted by law, Gentec:
- (a) excludes all implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability, fitness for purpose or otherwise;
 - (b) is not liable for loss of profit, indirect, consequential or incidental loss, damage or injury in connection with the Goods;
 - (c) is not liable for the labour costs associated with repairing or replacing the Goods;
 - (d) is not liable for any transport or freight costs in relation to any warranty claim and the repair or replacement of the Goods; and
 - (e) limits its liability in connection with the Goods (however arising, whether in tort, contract or otherwise) at its option and sole discretion to:
 - (i) replace the Goods or the supply of similar Goods;
 - (ii) repair the Goods;
 - (iii) pay for the cost of replacing the Goods or acquiring similar Goods; or
 - (iv) pay for the cost of having the Goods repaired.
- 5.3 The warranties given by Gentec will not apply, and the warranty does not cover in the event of defects, failures, damage, loss or other matters regarding the Goods where they are due to or arising from or in connection with:
- (a) an act, default, omission or representation made by the Customer or any other person, excluding Gentec or its manufacturer, to follow any instructions for use, including but not limited to:
 - (i) damage caused by the misuse or mistreatment such as including but not limited to subjecting the Goods to excessive pressure and temperatures outside the manufacturers' recommendations and water quality and debris in the line outside of applicable industry standards. This will instantly void the warranty for the Goods purchased;
 - (ii) subjecting the Goods to excessive pressure and temperatures and inadequate pipe sizing outside the manufacturer's recommendations;
 - (iii) subjecting the Goods to water quality and debris (pieces of copper tube, pieces of plastic tube, sand, dirt or other debris) outside of applicable industry standards;
 - (iv) not cleaning and upkeeping the Goods properly (not using warm soapy water or using any unauthorised abrasive or chemical products). Please refer to Gentec's directions and documentation for correct cleaning methods;
 - (v) damage to jumper valves and damage to ceramic disc cartridges caused by pieces of copper tube, plastic tube, sand, dirt or other debris;

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- (vi) not ensuring that pipe sizing is adequate and not ensuring that water pressure is in line with the Plumbing Code of Australia; and
 - (vii) not ensuring that water dosing is in line with plumbing standards and the Plumbing Code of Australia;
- (b) not installing the Goods following the manufacturer's recommendation and Gentec's installation instructions and directions;
- (c) not using a licensed plumber to install the Goods and not servicing the Goods according to clause 3 will also exclude the Goods from warranty;
- (d) without limitation to 5.3(b) above, a failure to install the goods following any plumbing codes of practice prescribed by an Australian Federal or State Government body or organisation (including regulators), any plumbing codes of practice generally or any guidelines or instructions issued by Gentec to the Goods;
- (e) a cause independent of human control that occurs after the Goods left our control; and
- (f) accidental damage, wear and tear, consequential or incidental loss, or any damage caused by the Customer and are subject to any relevant legislative or industrial standards. These warranty terms will not cover damage to the Goods caused by a system design incompatible with the manufacturer's requirements.

5.4 Gentec may void any warranties due to the Customer failing to comply with the directions set out in the various user manuals or other instructional material provided by Gentec or available on Gentec's website to the Goods.

5.5 However, nothing in this clause will prevent the Customer from exercising the rights that the Customer may have under the Competition and Consumer Act 2010 or any other law that cannot be excluded or modified by agreement.

6. Notices

6.1 Any notice in connection with this document must be given in writing.

- (a) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote or sent by email to the address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (b) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the 10th Business Day after posting; or if sent by fax or email before 4 pm on the same Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- (c) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.

6.2 The address for any notice to be delivered to Gentec is as follows:

Gentec Australia Pty Ltd
Address: Unit 6, 20-28 Ricketty Street, Mascot NSW 2020
Email: info@gentecaustralia.com.au
Telephone: (02) 9319 4422

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7. Extended Warranties

Gentec may offer an extended warranty to Customers of up to 10 years from the Date of Order for eligible Goods (excluding Leaded Products), and Additional Charges will be payable by the Customer as notified by Gentec to the Customer from time to time for the extended warranty ("Rejuvenation Program"). The Customer must comply with the following terms to maintain eligibility for the Rejuvenation Program, including but not limited to:

- (a) The extended warranty period of the Rejuvenation Program must be agreed to by Gentec and recorded on the warranty registration form on Gentec's website from the Date of Order and approved by Gentec;
- (b) The Customer must only use replacement parts supplied by Gentec;
- (c) The Customer must only use Gentec Service Agents to conduct any repairs or servicing of the Goods;
- (d) The Goods must be installed per manufacturer's recommendations and instructions and Gentec's directions and installation instructions and by a licenced plumber, in line with the relevant Australian Standards and other requirements under the law and any regulations;
- (e) Complying with all other requirements stated in this warranty terms, including but not limited to, for example servicing requirements under clause 3 and registration requirements under clause 2;
- (f) Ensuring that usage of the Goods is compliant with industry, or Australian Standards, including water quality and impurity levels are appropriate and noting that harsh water quality or heavy dosing is not covered by warranty;
- (g) Usage of the Goods must only be as provided in the datasheets and installation instructions and technical information provided on Gentec's website or in line with applicable Australian Standards;
- (h) Only use cleaning materials as instructed/supplied by Gentec and refer to installation instructions on Gentec's website;
- (i) Gentec Service Agents will complete any refurbishment of any Goods, and Additional Charges will apply; and
- (j) Such terms as required by Gentec from time to time.

The Scope of the Rejuvenation Program is limited to the exterior finish and construction of the Goods. It does not include the interior or parts of the Goods.

8. If Australian Consumer Law applies, the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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.