

## GALVIN ENGINEERING - MANUFACTURER'S WARRANTY

This document sets out the extended warranties that are given by Galvin Engineering Pty Ltd, ACN 008 719 382, ABN 78 008 719 382 ("**Galvin Engineering**" or "**our**"), in relation to the Product purchased from or manufactured by Galvin Engineering.

In the event of any conflict or inconsistency between this document and the Terms, this document prevails.

### 1. Definitions

In this document:

**Australian Consumer Law** means the *Competition and Consumer Act 2010* (Cth), *Trade Practices (Australian Consumer Law) Amendment Regulations 2010* (No. 1) as amended from time to time, and any other associated regulations as enacted from time to time.

**Customer or you** means the party who acquired the product from Galvin Engineering for that party's use or, if the party who acquired the product from Galvin Engineering was an authorised distributor, reseller or dealer, the party who acquired the product from the distributor, reseller or dealer.

**Galvin Engineering** means Galvin Engineering Pty Ltd, ACN 008 719 382, ABN 78 008 719 382, of 410 Victoria Road, Malaga, Western Australia, 6090.

**Product** means the goods identified in Item 1 of the Schedule.

**Service Call Agreement Form** means the then current service call agreement form available from Galvin Engineering on request from the Customer.

**Terms** means the Galvin Engineering Standard Terms and Conditions of Sale of the Product.

**Third Party Equipment** means items of equipment fitted to the Product by Galvin Engineering and which items have been manufactured by others and have their own manufacturer's warranty.

**Warranty Period** means the period specified in Item 2 of the Schedule. The warranty period commences from date of purchase.

**Warranty Registration Form** means the form detailed at Annexure A.

### 2. Warranty

- (a) Subject to the other terms of this warranty, Galvin Engineering expressly warrants that the Product is free from operational defects in workmanship and materials for the Warranty Period.
- (b) The benefits of this warranty only apply to the original owner of the Product and are not transferable.
- (c) This extended warranty only applies to defects which have arisen solely from faulty materials or workmanship in the Products and does not apply to other defects which may have arisen as a result of, without limitation, the following: accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or adverse weather conditions, including excessive water pressure, temperature, or neglect of any kind of the Products.
- (d) Alterations and repairs of the Products other than by a service agent or technician approved by us are not covered.
- (e) The benefits of this warranty are in addition to all other rights and remedies which the Customer may have under the Terms, the Australian Consumer Law, and any other law in relation to the Product to which this warranty relates.

- (f) 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.

### 3. Limitations

- (a) Galvin Engineering does not warrant that the operation of the Product will be uninterrupted or error free.
- (b) The Customer must read and follow all set up, usage instructions, data specification sheet and manuals. If the Customer fails to do so, it may invalidate this warranty, the Product may not function correctly, and the Product may suffer other damage.
- (c) This warranty does not extend to Third Party Equipment.
- (d) This warranty does not cover normal wear and tear of the products, and faults or discolouration resulting from poor installation, cleaning and/or maintenance.
- (e) Subject to any statutory provisions to the contrary, Galvin Engineering has no responsibility or liability for damage to, or loss of, any business profits or other consequential damage under any circumstance and Galvin Engineering's liability is expressly limited to the repair or replacement of the defective Product.

### 4. Repair or replace

During the Warranty Period, Galvin Engineering will replace or repair any defective Products that were manufactured by Galvin Engineering without charge, so long as the damage does not arise from:

- (a) improper adjustment, calibration, operation, or installation of the Product by the Customer including incorrect installation of the water supply and/or electrical supply system of which the Product forms a part, installation not in accordance with the requirements of the National Construction Code (NCC) Volume 3, AS/NZ 3500.12019, relevant WaterMark and StandardsMark requirements, SAA Wiring Rules AS/NZ 3000, and/or any relevant statutory and local requirements in the State or Territory in which the Product is installed;
- (b) installation or part installation by any person other than a licensed plumbing contractor and, where applicable, a licensed electrical contractor;
- (c) using the Product, in situations where the water in the plumbing system exceeds the following levels:
- Total hardness – 200 mg/litre or p.p.m
  - Total dissolved solids – 600 mg/litre or p.p.m
  - Electrical conductivity – 850  $\mu$ S/cm
  - Chloride – 250 mg/litre or p.p.m
  - Magnesium – 10mg/litre or p.p.m
  - Sodium – 180 mg/litre or p.p.m
  - pH Level – Min 6.5 to Max 8.5
- (d) using the Product, in harsh environments such as in or around pools, salt areas such as oceans and rivers, and areas exposed to chemicals and gases. In these environments, consideration should be given to the use of surface treatments for the Products, such as electropolishing, chrome plating or other coatings.
- (e) the use of accessories including consumables, hardware, or software which were not manufactured by, installed by, or approved in writing by Galvin Engineering;
- (f) any contamination, foreign materials, or leakages caused or induced by the Customer;
- (g) any modification of the Product which was not authorised in writing by Galvin Engineering including tampering with or any attempt to disassemble the Product;
- (h) any misuse of the Product by the customer or anyone for whom the Customer has legal responsibility (including a minor);

- (i) any use or operation of the Product outside of the physical, electrical, or environmental specifications of the Product;
- (j) failure for any reason to follow the directions for use given in any user manual, installation instructions or specification data sheet applicable to the Product, including excessive water pressure or temperature outside the installation instructions or application guidelines set out in the relevant manual or specification data sheet, electrical surges, thermal input or corrosive environment;
- (k) inadequate or improper maintenance of the Product; or
- (l) normal wear and tear including working seals in the inlet and outlet valves; scratching or staining resulting from inadequate cleaning or the use of harsh cleaning materials or chemicals; any other act or circumstance beyond our control including accidents, acts of God, misuse, abuse, damage to buildings, other structures and infrastructure and loss or damage during transit or transportation of the Product.

## 5. Labour

The labour for the replacement of products that are within one year from the date of purchase found upon inspection by an authorised Galvin Engineering representative to be defective in construction, material or assembly, and in relation to all spare parts to which the warranty applies, will be supplied by Galvin Engineering or the relevant supplier using licensed plumbers engaged by Galvin Engineering or the relevant supplier.

## 6. Warranty claim procedure

- (a) To obtain the benefit from this warranty:
  - (i) the Product must have been installed in accordance with Galvin Engineering installation instructions and application guidelines supplied with the Product including where applicable by a licensed plumbing contractor and/or licensed electrical contractor; and
  - (ii) the Customer must:
    - (A) contact Galvin Engineering within the Warranty Period or within 7 days of the discovery of the claimed problem, whichever is the earlier; and
    - (B) obtain Galvin Engineering's prior written approval (including the approval of all costs) for all service agents or technicians to repair, alter or replace the Product the subject of any claim under this warranty.
- (b) The Customer may make a claim under this warranty by completing and sending the Warranty Registration Form to Galvin Engineering Pty Ltd, including providing a copy of the proof of purchase of the Product and handover documentation for new buildings.
- (c) On receipt of the Warranty Registration Form, Galvin Engineering will contact the Customer to determine the extent of the issue with the Product and, where possible, attempt to resolve the issue.
- (d) Where the Product has not been installed, the Customer may arrange to have the alleged defective Product delivered to Galvin Engineering, the place of purchase, or to a repairer specified to the Customer in writing by Galvin Engineering for a refund, repair, or replacement. If the cost of returning any defective Products (or parts) is unreasonable, the Customer can contact Galvin Engineering and, if appropriate, Galvin Engineering may arrange collection of the product.
- (e) Where the Product has been installed, the Customer may request a Galvin Engineering service technician to travel to the Customer's site to effect repairs or replacement of the Product, but the reasonable travel expenses (including travelling time) of the technician must be paid by the Customer.
- (f) A Galvin Engineering service technician will not attend the Customer's site until Galvin Engineering receives a completed Service Call Agreement Form. Please add any further information that may be useful for us in solving your issue more promptly, such as photos or videos of the Product and installation.

- (g) The Customer agrees to give Galvin Engineering's service technician all necessary access to effect Product installation, repairs, or replacement. Galvin Engineering will not be responsible for any damage, loss or costs, or any consequential damage, loss, or costs, where reasonable access is not available, and it reserves the right to provide a replacement item or refund only in these circumstances. If site access is not available when the Galvin Engineering service technician attends, the Customer will still be liable for the reasonable travel expenses of the technician.
- (h) Any service outside the scope of this warranty will be charged for at Galvin Engineering's rates and terms then in effect and in accordance with the terms of the Service Call Agreement Form. Galvin Engineering recommends that the Customer confirm those rates and terms prior to requesting this service.
- (i) The Customer must obtain Galvin Engineering's written approval to use a service technician or repairer other than Galvin Engineering's service technicians to undertake any service work including the approval of all costs.

#### 7. Transportation costs

All transportation charges incurred in returning a defective Product, or any of its component parts, to Galvin Engineering for repair or inspection, and the cost of returning them to the Customer, must be paid by the Customer.

#### 8. Excluded components

Subject to any statutory provisions to the contrary, this warranty does not extend to cover damage to furniture, carpets, walls, foundations, vehicles, or any other consequential loss either directly or indirectly due to malfunction of the Product after the Customer takes delivery of the Product.

#### 9. Third party warranties

All Third-Party Equipment may be covered by the original manufacturer's warranty. It is the Customer's responsibility to familiarise itself with these warranties, and, subject to clause 2(b), that warranty is the only warranty given to the Customer in respect of that part of the Product.

#### 10. Statutory notice

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.

#### 11. Notices

Any notice or other communication including any request, demand, consent, or approval, to or by the Customer must be in legible writing and in English addressed as shown below:

Company: Galvin Engineering Pty Ltd  
Address: 410 Victoria Road, Malaga, Western Australia, 6090  
Attention: Customer Service Department  
Telephone: 1300 514 074 or +61 8 9338 2344  
Facsimile: +61 8 9338 2340  
Email: service@galvinengineering.com.au

## Schedule

Item 1 - Product Range	Item 2 - Warranty Period <sup>(i)</sup>	
	Parts	Labour
All Galvin Engineering products except as noted below:	1 Year	1 Year
○ ClevaCare® Health Care Shower Arms	3 Years	1 Year
○ CliniLever® Health Care Taps	5 Years	1 Year
○ CliniMix® Health Care Taps & Valves	5 Years	1 Year
○ Conti Electronic Taps & Valves	3 Years	1 Year
○ GalvinSmart™ Water Monitoring Systems	1 Year	1 Year
○ Ezy-Drink® Drinking Taps & Bubblers	3 Years	1 Year
○ Ezy-Push® and Ezy-Twist® Taps	3 Years	1 Year
○ Flowmatic® Electronic Taps & Valves	3 Years	1 Year
○ GalvinAssist™ Health Care Taps & Fixtures	3 Years	1 Year
○ GalvinCare® Health Taps & Fixtures	5 Years	1 Year
○ GalvinLab™ School Laboratory Taps & Valves	3 Years	1 Year
○ GalvinWare™ Health Care Sanitary Ware	5 Years	1 Year
○ HeelGrate® and SlipSafe® Commercial Drains & Cleanouts	3 Years	1 Year
○ HEWI Health Care Fixtures	3 Years	1 Year
○ ProLab® Research Laboratory Taps & Valves	5 Years	1 Year
○ Safe-Cell® Correctional Taps & Valves	5 Years	1 Year
○ Wallgate Correctional & Health Care Taps & Fixtures	5 Years	1 Year
○ Wallgate Water Management Systems	1 Year	1 Year

(i) The warranty period stated covers replacement parts or products, and labour. The warranty does not cover:

- Plumber's brassware fittings, which are covered by a 1 year parts only warranty period.
- Wear and tear parts, such as jumper valves, washers, o rings, and seals. These are covered by a 3-month parts only warranty period.
- Ceramic disc cartridges, which are covered by a 3 year parts warranty period and a 1 year labour warranty period.
- Electronic transformers, solenoids, flexible hoses, and cistern mechanisms, which are covered by a 1 year parts and labour warranty period.

**Annexure A - Warranty Registration Form**

To obtain the benefit of this warranty this registration form must be completed and sent to the Customer Service Department of Galvin Engineering Pty Ltd by:

- (a) Post - PO Box 2063, Malaga, Western Australia, 6944; or
- (b) Fax - +61 8 9338 2340; or
- (c) Email - service@galvinengineering.com.au.

Name of Customer: \_\_\_\_\_

Address of Customer: \_\_\_\_\_

Phone No. of Customer: \_\_\_\_\_

Name of Seller: \_\_\_\_\_

Address of Seller: \_\_\_\_\_

Phone No. of Seller: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Product Item Number: \_\_\_\_\_

Product Description: \_\_\_\_\_

Product Serial Number: \_\_\_\_\_

Details of Claim: \_\_\_\_\_

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