ABI.

5 YEAR WARRANTY
BASIN SINKS

1 Statutory Warranty

1.1 Who is responsible?

ABI Interiors Pty Ltd (ABN 22 612 741 385) (ABI Interiors) is responsible for the provision of warranties under this document.

1.2 Australian Consumer Law

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 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.

2 ABI Additional Warranty

2.1 Additional Warranty

(a) In addition to the statutory guarantees provided under the Australian Consumer Law, ABI Interiors, as the supplier or manufacturer of the relevant product, offers an additional contractual warranty (Additional Warranty) subject to the terms and conditions set out in this clause 2.

(b) The Additional Warranty is in addition to any statutory rights (including under the Australian Consumer Law) which cannot be excluded, restricted or modified. The Additional Warranty must be read subject to such legislation and nothing in the terms of the Additional Warranty has the effect of excluding, restricting or modifying those rights.

2.2 Who may claim under the Additional Warranty?

The Additional Warranty is personal to the person who acquires the product:

(a) from ABI Interiors directly or through approved resellers or distributors; or

(b) as part of the construction of a new home,

for their own consumption or use, and not for resale or resupply (Consumer) and claims under the Additional Warranty cannot be made by anyone other than the Consumer.

2.3 Warranty periods

(a) In addition to the above obligations, and any rights or remedies available to you under law, and subject to clause 2.3(b) and clause 2.3(c), ABI Interiors provides you with:

(i) a 5 year warranty, from the date of delivery of the product, in the case of the structure of the product; and

(ii) a 5 year warranty, from the date of delivery of the product, in the case of the finishes applied to the product; and that the products are free from defects:

(iii) in the materials used to manufacture the products; or

(iv) as a result of the workmanship in the creation of the product,

(Additional Warranty)

(b) To the extent this Additional Warranty relates to products that have formed a part of a new build which has been handed over to you, this Additional Warranty period for the products commences from date of purchase of the new buildings and is valid for purchases made from 1 July 2019.

(c) This Additional Warranty only applies for 12 months to any product, whether online or in-store, labelled “Clearance” or any other reference to goods being sold at less than their recommended retail price.

2.4 Additional Warranty application

(a) This Additional Warranty only applies to:

(i) products used under accepted normal residential domestic usage conditions for that products and only extends to defects which have arisen solely from faulty materials or workmanship in the products.

BATHROOM Matt mosaic wall tiles from Hutchinsons are a neutral contrast to a vanity in Laminex Sublime Teak topped with Caesarstone Sleek Concrete. The Decina Cool bath offers plenty of use.

MASTER BEDROOM (opposite) "One of my best friends, Tanya Love-Hallinan from Jacobsen Love, is an interior designer and helped me with cabinetry and wardrobe designs," says Greer, who chose Deckle & Hide leather handles for the bedroom. Earth-coloured bedding from In Bed and a Pampa Monte #23 cushion meet their tonal match in a Triple Seven Home light.

homes

(ii) the original owner and is not transferrable if:

(A) the product is resold; or

(B) in the case of homes not developed by ABI Interiors, but containing ABI Interiors' products, the home is sold, within the Additional Warranty period to a purchaser.

(b) This Additional Warranty is a parts only warranty, in that the warranty covers only the repair of the defective part or the provision of a spare part to replace the defective part and does not include the removal of the defective part or the installation of the repaired or replaced part.

2.5 Additional Warranty exclusions

Subject to any overriding obligation pursuant to the Australian Consumer Law:

(a) where products are coupled with a product not supplied by ABI Interiors, the Additional Warranty is limited only to the products supplied or manufactured by ABI Interiors; and

(b) the Additional Warranty will not apply if:

(i) the Consumer is not able to provide proof of purchase or equivalent documentation which confirms that the relevant product was purchased from ABI Interiors, or an authorised distributor or reseller of ABI Interiors;

(ii) damage to the relevant product is caused by accident, abuse, misuse, maltreatment, negligent use, improp er or unusual installation, installation by accredited and licensed service agent or technician, abnormal stress or strain, unusual physical or environmental conditions, or neglect of any kind of the relevant products;

(iii) products are not installed by a licensed plumber, electrician, stonemason or someone qualified to undertake the work;

(iv) products are not installed in accordance with any relevant national or state standard or regulation;

(v) products are not installed in accordance with the manufacturer's installation instructions accompanying the products in their packaging;

(vi) other devices are fitted to the outlet of the relevant product (e.g. insinkerators) that are not contemplated within the product's installation instructions;

(vii) non-approved parts are fitted in the body of the product or the end of line water flow regulating devices at taching to the product;

(viii) repair or replacement works have been undertaken on the relevant product without prior approval by ABI Interiors, or works are undertaken by a non-approved service agent;

(ix) the product is used with water additives (e.g. cleaning and deodorising additives);

(x) damage to the relevant product is from scratching due to cleaning, installation or use;

(xiv) damage to the relevant product is from fair wear and tear, including but not limited to:

(A) working seals in the inlet and outlet valves;

(B) abrasions from regular use;

(C) discolouration from regular use;

(D) fading from light exposure; or

(E) fading from salt exposure;

(xii) damage to the relevant product is caused by proximity to salt water;

(xiii) inappropriate or non-approved connection fittings connect the relevant product to sewer systems;

(xiv) modifications are made to the relevant product that are not approved in writing by ABI Interiors;

(xv) damage to the relevant product is as a result of obstructions due to inadequate flushing of system before use, or problems caused by water supply (including silt, thread tape, silicone, copper shavings, corrosion and excess water pressure);

(xvi) damage to the relevant product is caused by a failure to regularly clean;

(xvii) service or repairs with non-standard replacement parts are undertaken on the relevant product without ABI Interiors' written approval;

(xviii) damage to finishes on the relevant product is caused by adhesives, sealants or abrasive or harsh cleaners;

(xix) damage to finishes on the relevant product arises from installation or in connection with installation;

(xx) damage to the relevant product is caused by abuse of the product as determined by an authorised service agent or ABI Interiors;

(xix) damage to finishes on the relevant product arises from installation or in connection with installation;
(xx) damage to the relevant product is caused by abuse of the product as determined by an authorised service agent or ABI Interiors;

2.6 Consumer's responsibilities

(a) On receiving delivery of the product, it is the Consumer's responsibility to ensure:
(i) the product is not damaged prior to installation;
(ii) the Consumer is happy with their purchase;
(iii) the product has all its components included in the packaging; and
(iv) installation and required and appropriate maintenance is performed by a suitably qualified tradesperson.

2.7 Warranty claims

(a) If a Consumer makes a valid claim under the Additional Warranty and none of the exclusions set out in clause 2.5 apply, ABI Interiors will, at its discretion:

(i) repair the relevant part of the product; or
(ii) replace the relevant part of the product with a product of identical specification, or where the product is super seded or no longer in stock, with a product of as close a specification as possible,
free of charge.

(b) Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the products.

2.8 Possible service fee

(a) To the extent permitted by law, and subject to your rights under the Australian Consumer Law, ABI Interiors will not be liable for any costs associated with the removal of any faulty product or part from any connection, fitting or otherwise, or the installation of any replacement product or part.
(b) ABI Interiors will not be liable for any claims for labour, additional products or parts associated with an alleged faulty product for repair work not approved in advance by ABI Interiors in writing. ABI Interiors requires adequate access to products fittings and fixtures to undertake warranty repairs. ABI Interiors will not be responsible for any damage or costs (including consequential damage or costs) where adequate access to product fittings and fixtures is not accessible.
(c) Should any warranty claim be made and attended to by ABI Interiors or ABI Interiors' authorised service agent, and in the opinion of ABI Interiors or the service agent, the problem was from:
(i) faulty installation;
(ii) use of the products in conjunction with products of another manufacturer; or
(iii) damage caused subject to the Warranty exclusions set out at clause 2.5,
ABI Interiors reserves the right to charge a service fee for each service staff attending the premises where products have been installed.

2.9 Consequential loss

To the extent permitted by law, and subject to your rights under the Australian Consumer Law,
ABI Interiors will not be liable to the Consumer for any loss, damage, injuries, actions, claims, costs or expenses arising out of the use of or reliance on the product, including but not limited to any loss or damage to furniture, floor coverings, walls, fixtures or any other reasonably foreseeable consequential loss of any kind caused by any defect in the products or their components. Consequential loss also covers any indirect loss, loss of use, loss of profits, funding or revenue, loss or reputation or goodwill, business interruption, increased operating costs or expenses, any special or indirect loss, and exemplary or punitive damages.

2.10 Amendments to Additional Warranty

As part of our commitment to continuous improvement, ABI Interiors reserves the right to make changes to its products at any time including the right to amend, change, or edit the terms of this Additional Warranty.

3 What to do if a fault is identified?

3.1 Identification of fault

As soon as a consumer becomes aware that a fault exists in the product the consumer should:

(a) immediately cease using the product; and

(b) contact ABI Interiors via one of the following:

Delivery address:
ABI Interiors Pty Ltd
3/128 Kortum Drive
Burleigh Heads, QLD 4220
Email address:
info@abi-international.com.au
Phone:
(07) 55 202 775

3.2 How to make a claim?

Consumers may make a claim under this document by contacting ABI Interiors by email or post at the relevant address listed above and providing:

(a) name and model of the product;

(b) a photo and description of the fault in question;

(c) handover documentation for new homes (if applicable); and

(d) proof of installation by a licensed plumber (if applicable) and / or proof of purchase;

3.3 Process

(a) If the product has not been installed, the product can be returned with proof of purchase to the address listed above.

(b) If the cost of returning any defective parts or products is unreasonable, please contact ABI Interiors on the telephone number listed above so that, if appropriate, ABI Interiors can arrange a collection.