



PHOENIX

Quality Tapware and Accessories

Just Add Water

These Terms and Conditions of Sale shall apply to all sales made by the Seller and are deemed to be incorporated in any contract for sale of goods entered into by the Seller whether arising from an order received from the Buyer or resulting from a Quotation or arising from oral acceptance of repeat or further orders for the same or similar goods and shall terminate, cancel and supersede any previous written or oral agreements and understandings entered into between the Buyer and Seller.

Interpretation

In these conditions, unless the context otherwise requires:

- (a) "Buyer" means the person or company named in the Sales Invoice Form or Quotation and, in the case of an individual, his executors, administrators and assigns, and of a company its successors and assigns. The Buyer acknowledges and agrees that the Buyer purchases the goods for its inventory to be sold to the retail market and it is not a Consumer as defined in the Australian Consumer Law. (ACL)
- (b) "Seller" means Phoenix.
- (c) "Quotation" means the form of quotation submitted by the Seller to the Buyer.
- (d) "Sales Invoice Form" means the document called the sales invoice form issued by the Seller to the Buyer.
- (e) Any special condition set forth in the Quotation shall be read and constructed so as to vary these printed terms and conditions but only to the extent of any inconsistency.

Quotations

- (a) A Quotation is not an offer. A Quotation shall be valid for a period of 30 days from date of issue.
- (b) An order placed by the Buyer pursuant to a Quotation is not binding on the Seller (including any purported variation to these Terms and Conditions contained in that Order) unless and until such Order and such conditions are accepted in writing by the Seller.

Contingencies

- (a) All goods sold, with the exception of GST exempt goods, will be subject to GST as detailed in the Official Price List. The Buyer must supply the Seller with their ABN prior to, or at the time of, placing an order with the Seller.
- (b) Between the date of order and delivery if there is an increase in the cost to the Seller of supplying the goods which is beyond the control of the Seller, then this shall be to the account of the Buyer.
- (c) An invoice handling and delivery charge of \$18.00 (excluding GST) applies on all orders below \$100.00 (excluding GST).

Shipment and Delivery

- (a) The Seller shall have the right to nominate the method of and the date of delivery.
- (b) If the Seller is prevented by circumstances beyond its control from shipping or delivering within the stipulated time, such time will be extended for a reasonable period after such circumstances have ceased to operate and Seller should not be liable for any loss or damage incurred by the Buyer including any consequential loss or damage arising from delays in shipping or delivery.



PHOENIX

Quality Tapware and Accessories

Just Add Water

Part Deliveries

- (a) Unless agreed to the contrary in writing, the Seller reserves the right to make part deliveries of any order. Failure to make delivery of the total order shall not invalidate the sale. Where delivery is effected by part delivering the goods the Seller shall be entitled to invoice the customer for the goods delivered.
- (b) The Buyer shall be responsible for and shall indemnify the Seller for loss of or damage to the goods from the time of delivery until paid for in full.

Cancellation of Contract

- (a) Unless expressly provided in writing the Buyer shall have no right to cancel the contract. If a right of cancellation is expressly reserved to the Buyer it must be exercised by notice in writing to the Seller not later than seven (7) days prior to the estimated date of delivery by the Seller.
- (b) Without prejudice to any other rights the Seller may have, the Buyer shall indemnify the Seller for any loss, damage or expense incurred by the Seller should the Buyer cancel any order or part of an order.

Dimensions, Performance Date and Other Descriptive Detail

As the goods are the subject of continuous evaluation and the production methods subject to change the Seller reserves the right to change without notice the construction, design, dimension and performance data of the goods.

Acceptance

- (a) The Buyer shall be deemed to have inspected the goods and to have accepted the goods to be of the description, quality and quantity ordered, unless particulars of a claim to the contrary are notified to the Seller in writing within seven (7) days of delivery.
- (b) The Seller shall not be obligated to accept return of goods unless such return is authorised by the Seller. A restocking charge of 20% will apply to all approved returns.
- (c) Goods annotated "made to order", specially manufactured, machined, or cut to size to Buyer's specifications are not returnable. A 30% non-refundable deposit is required at time of placing order.

Manufacturer's Warranty and Consumer Guarantee

- (a) All implied conditions, warranties and undertakings other than those prescribed in the Australian Consumer Law (the "ACL") which cannot be excluded, restricted or modified are expressly excluded. Without limiting the generality of the preceding sentence, the Seller shall not be under any liability to the Buyer in respect of any loss or damage (including consequential loss or damage), howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or the failure or omission on the part of the Seller to comply with its obligations under these Terms and Conditions of Sale.
- (b) All goods which are supplied subject to a Manufacturer's Warranty shall be labeled on the package of the goods and shall contain the terms and conditions of any warranty inside the packaging. The Buyer



PHOENIX

Quality Tapware and Accessories

Just Add Water

acknowledges and agrees that the Seller is under no obligation to replace, repair the goods or compensate the consumer of the Buyer unless provided for in the ACL or within the terms and conditions of the Manufacturer's Warranty.

(c) The Buyer shall not remove any conditions of Manufacturer's Warranty from any packaging and shall not make any representation to any consumer regarding the purpose, performance or durability of the goods, without the Sellers express written consent, which is inconsistent with the Manufacturer's Warranty or which breaches the Australian Consumer Law.

(d) The Buyer shall take all steps and do all things necessary to promptly pass on any claim made by any consumer arising out of or in connection with the ACL or under the Manufacturer's Warranty and assist the Seller to comply with its obligations to the consumer at the Buyers expense.

(e) The Buyer expressly acknowledges and agrees:

(i) that the Seller is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of goods or materials supplied by the Seller and all such advice relied upon is at the Buyer's own risk;

(ii) that the warranty supplied with the products only applies within the Commonwealth of Australia.

Outside Interference

The Seller shall not be liable to the Buyer for any defect, loss, damage or delay caused by strikes, lock-outs, damage to or breakdown of plant, Government interference, acts of God, earthquake, civil commotion, war, fire, force majeure or any other cause beyond the control of the Seller.

Returns

(a) The relevant invoice number must be given when returning goods for credit. The product and packaging must be in original and saleable condition.

(b) A restocking fee representing 20% of the value of the goods will be applied where Phoenix Tapware is not at fault.

(c) No credit will be recognised after 7 days from delivery date.

(d) No claim for shortages will be recognized after 2 days from date of delivery.

Terms of Payment

A strict 30 day trading policy is enforced unless otherwise agreed in writing. For any accounts in default of these trading terms, STOP CREDIT will be imposed automatically after 45 days. Failure to comply with trading terms could result in cancellation of any trade agreement.

Discount

The Seller reserves the right to cancel all trade discounts or rebates in the event that the Buyer fails to comply with these Terms and Conditions of Sale.



PHOENIX

Quality Tapware and Accessories

Just Add Water

Prices

Amounts shown on the current price list are the Recommended Retail Prices.

Seller's Right to Charge Interest

In the event that the Buyer fails to make payment of any monies due under any invoice issued by the Seller within the due time for payment specified therein, the Buyer hereby agrees to pay interest at the rate equivalent to the aggregate of the Australian Merchant Bankers Association quoted rate (AMBA rate) for 90 day bank bills as published by the Australian Financial Review on the due date plus one (1) per cent calculated and charged on daily rests from the due date until payment is made in full.

Credit Enquiries

The Buyer hereby permits the Seller to make enquiries of whomever is deemed necessary for the purpose of assessing the application for credit and further permits those giving the information to the Seller, to do so without restriction.

Applicable Law

The contract shall in all respects be construed in accordance with the laws in force from time to time in the State where the Contract for Sale is made. The clause headings shall not affect the construction. If any of the provisions are found to be unlawful or invalid under any applicable statute or rule of law, they are to that extent deemed omitted.



PHOENIX

Quality Tapware and Accessories

Just Add Water

Manufacturer's Warranty

"Our goods come with a guarantee that cannot be excluded under the Australian Consumer Law ("ACL"), You are entitled to a replacement or refund for a major failure and for compensation for any reasonable or foreseeable loss or damage. You are also entitled to have repaired or replaced if the goods fail to be of acceptable quality and a failure does not amount to a major failure".

In addition to the above obligations Phoenix offers the following Manufacturer's Warranty subject to the following terms and conditions. Any provision in the warranty which is inconsistent with the ACL or is otherwise unenforceable shall be severed from this warranty to the extent of the inconsistency and the remainder of the provisions shall continue to apply.

Warranty Periods: Residential

Phoenix tapware and accessories is made to the highest industry standards and quality. Refer to table below for warranty periods. * Note: These warranty periods apply to products purchased after 10th April 2011.

Category	Warranty Period	Warranty Details
Mixers	15 years	- 15 years replacement cartridge - 7 years replacement product or parts Note: Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt, or thread tape etc. - 1 year replacement product or parts & labour
Hand Showers or Rail Showers	3 years	- 3 years replacement products or parts - 1 year replacement product or parts & labour
Tapware & Standard Showers	7 years	- 7 years replacement products or parts - 1 year replacement product or parts & labour Note: Jumper valves and ceramic disc spindles; 1 year parts only
Accessories	7 years	- 7 years replacement products or parts

Warranty Periods: Commercial

(Hotels, Aged Care Facilities, Hospitals, Schools, Factories, Motels, etc.)

Category	Warranty Period	Warranty Details
All Products	1 year	- Replacement parts & labour



PHOENIX

Quality Tapware and Accessories

Just Add Water

For all Service Enquiries contact below:

This Manufacturer's Warranty is provided by Phoenix Industries Pty Ltd.

Telephone: +61 3 9780 4200

Facsimile: + 61 3 9764 1898

Email: sales@phoenixtapware.com.au

Subject always to any overriding obligation pursuant to the ACL, warranty shall be void for the following reasons:

- Inability to provide proof of purchase or equivalent documentation.
- Products not installed by a licensed plumber.
- Products not to relevant National Standards and State Regulations.
- Products not installed in accordance with the manufacturer's installation instructions.
- Products exposed to environmental elements.
- Tapware exposed to water pressures and or temperatures that exceed stated limitations.
MAXIMUM: Temperature - 75 degrees & Pressure - 500kPa
MINIMUM: Temperature - 1 degree & Pressure - 150kPa (300kPa for Shower/Bath Diverters)
Note: AS/NSZ 3500.1-2003 (Clause 3.3.4) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations.
- Showers may not be suitable for use within:
 - * Gravity-fed water systems.
 - * Some instantaneous hot water systems.
 - * Pressure supply less than 150kPa.Note: The 500kPa maximum water supply pressure does not apply to fire service outlets.
- Isolation stop taps are not fitted as stated on manufacturer's installation instructions.
- Fitting of other devices to the outlet of tapware, eg. water filters.
- Fitting of Phoenix non-approved water flow regulating devices.
- Fitting of other devices to outlet of tap, e.g., water filters.
- Non-installation of flow regulated check valve for hand showers.
- Products used for incorrect applications, non-potable water etc.
- Damage as a result of obstructions due to inadequate flushing of system before use.
- Services repairs or with non-standard replacement parts previously undertaken without Phoenix's written approval.
- Damage to finishes by adhesives, sealants etc.
- Failure to clean & replace outlet aerator inserts etc.
- Damage to finishes which arise from installation or post installation use.
- Failure to observe manufacturers care and cleaning instructions.



PHOENIX

Quality Tapware and Accessories

Just Add Water

- The warranty work is limited to the pre-approved scope of work. Additional work will require authorization from Phoenix After Sales & Services Departments.
- Evidence cannot be produced which confirms that the relevant product was purchased from a Phoenix Tapware authorized distributor.

Warranty Conditions

Phoenix Warranty covers the repair or, at Phoenix's option, the replacement of any products which are defective through faulty workmanship or materials.

The warranty period commences from date of purchase or for new buildings date of handover to a maximum period of 6 months. The warranty period for replacement products is limited to the expiry date of the original purchase. The warranty is limited to the original purchaser and non-transferable. In order to make a warranty claim, Proof of Purchase (POP), handover documentation for new homes or equivalent documentation must be supplied for warranty claims to be considered. Claims must be processed through Phoenix's Customer Service and each credit claim will be issued with a claim number which is recorded on the Phoenix system. Phoenix will not be liable for any claims for labour, additional products or parts associated with alleged faulty product for work not approved in advance by Phoenix in writing.

Should any warranty claim be made and attended to by a Phoenix authorized Service Agent and that in the opinion of the Service Agent or Phoenix the problem was from faulty installation or use of the goods in conjunction with products of another manufacturer or from some other cause other than a manufacturing defect to the goods for which Phoenix is responsible, Phoenix has the right to charge a service fee for each service staff attending the Owner's premise where goods have been installed.

Phoenix requires adequate access to products, fittings and fixtures to undertake warranty repairs. Phoenix will not be responsible for any consequential damage or costs where adequate access to product fittings and fixtures is not accessible.

Tapware and Accessories - Care and Cleaning Instructions

- Under no circumstances should you install tapware using acetone silicones.
- Never use harsh detergents, citrus based cleaners or abrasive cleaners, as these will scratch the surface.
- Where your tapware remains dry in use, a soft cloth can be used to remove surface dust. Alternatively, a wipe over with warm soapy water is all that is required to maintain the finish in perfect condition for a lifetime of use.
- Use of wax based furniture cream should be avoided as these can result in a build-up of deposits, which could detract from the appearance.
- Do not use undue pressure and wipe in one direction only.

Note: Phoenix reserves the right to alter, or amend this warranty offer in writing at any time. Phoenix reserves the right to provide minor components (eg. handles, aerators, buttons, dress rings, hinges, clips, rod and washers) as 'Parts Only' to the customer.