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## Return Policy and Limited Product Warranty

## **RETURN POLICY**

All products purchased from Vinco Architectural Hardware Pty Ltd ("Vinco") are covered under warranty unless otherwise specified and subject to the Return Policy to the extent permissible under the Australian Consumer Law ('ACL'). If in doubt, customers should contact Vinco to confirm any warranty eligibility and procedure instructions.

No goods will be accepted for a change-of-mind return without prior approval from the Company; all claims for returns must be made within 7 days of receipt of delivery. Agreed returns must be returned carrier-paid to the Company in resaleable quality. Goods returned in unsaleable condition cannot be accepted for credit and will be returned to the sender "freight on".

Credit will be issued on the basis of inspection and acceptance by the Company at purchased price or current price (whichever is lower). The Company reserves the right to impose a 25% re-stocking fee on goods returned which are not faulty. For incorrectly supplied goods, claims must be made to the Company within 7 days of delivery. Claims over 7 days will not be recognized.

### LIMITED PRODUCT WARRANTY

Vinco warrants to the original purchaser that the product shall be free from manufacturing defects ('Limited Product Warranty'). Under this Limited Product Warranty, Vinco is not responsible for damage arising where the customer does not follow instructions provided by the manufacturer relating to the use of the product. This Limited Product Warranty applies to all products purchased from Vinco subject to the time warranty time periods contained in the table set out under Annexure A ('Limited Product Warranty Period').

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. This Limited Product Warranty is additional to those guarantees and is our preferred method of assisting customers as we have optimised it to be a more structured and efficient approach to resolving any issues, subject to the terms and exclusions below.

### **Coverage and Application**

If a product defect is found, subject to a valid claim being lodged with Vinco within the Limited Product Warranty Period, we will either:

- Repair the product at no charge for the original purchaser, using new or refurbished replacement parts, if the defect is a reparable defect; or
- Replace the product with a new or refurbished product of comparable quality; or
- Refund the product.

#### Assessment

In order to determine the outcome of a warranty claim, Vinco may its absolute discretion appoint an assessor to examine the product to investigate a claim of a product defect. Subject to the customer's locations and circumstance, this inspection may either take place:

- 1. on the customer's worksite; or
- 2. in Vinco's warehouse at **19** Barclay St, Marrickville **2204** (customers need to arrange for delivery to Vinco, including payment of the delivery costs).

Prior to requesting a product inspection on a job site, customers must complete a "Product Inspection Request Form" ("**PIRF**") and provide all details requested on the form. Please contact Vinco sales staff for a copy of the form

*Interstate Customers:* For interstate customers outside of NSW, Vinco requires such customers to complete the PIRF and arrange the alleged defective product/s back to Vinco, together with a copy of the completed PIRF.

#### Callout Fee (if applicable)

If an assessor is required to attend a customer's worksite to assess the alleged defective product:

- 1. No callout fee is charged where warranty claim is assessed, and a defect with the product is discovered; or
- 2. A callout fee of \$180.00 (+GST) is charged in certain circumstances such as where a warranty claim is unreasonably made and a product had been misused or incorrectly installed, or where Vinco voluntary offers to assist customers to rectify an issue not caused by a product defect.

Warranty claims assessment, shipping, and handling charges may apply subject to the provisions of the ACL.

#### How to Obtain Warranty Service

To make a warranty claim, please go the Vinco website and click on the "Warranty Claim" link at the bottom of the home page, or use the following link <u>https://vinco.com.au/warranty-claim/</u>. Please follow the instructions set out in the Warranty Claim page.

#### Customers are responsible for:

- Providing proof of purchase via invoice.
  - Vinco will be unable to process a warranty claim unless proof of purchase is provided.
- Immediately cease using the product upon discovering a defect or upon making a claim to the relevant Authorised Reseller.
- Returning the product to Vinco, or arranging for a Vinco appointed assessor to attend a worksite. Any cost in freight must be covered by the customer.
- Adding protection from damage (either use the original packaging or other adequate packaging if product is sent via freight).

#### **Exclusions and Limitations**

This Limited Product Warranty does not apply to any damage caused in the following circumstances:

- a) Damage caused by nature or acts of God, for example, lightning strikes, cyclones and the like.
- b) Negligent, incorrect, or excessive use of the product (e.g. excessive force exerted on the product), and failure to correctly maintain products according to manufacturer's instructions.
- c) Incorrect installation of product or failure to install according national standards or state regulations or installing the product without the assistance of a licenced professional (e.g. locksmiths or plumbers).
- d) Products used with water additives (i.e. cleaning and or deodorising additives).
- e) Products used for incorrect applications, non-potable water etc.
- f) Damage as a result of obstruction due to inadequate flushing of system before use and problems caused by water supply (including silt, corrosion and excess water pressure).
- g) Failure to regularly clean or replace dirty or blocked outlet.
- h) Service or repairs with non-standard replacement parts, without written approval from Vinco.
- i) Damage to finishes due to use of adhesives, sealants or abrasive cleaners etc.
- j) Damage to finishes arising from installation or post-installation use.
- k) Commercial use of products designed for domestic use.
- I) Unauthorised modifications to any part of the product or disassembly of the product.
- m) Damage caused by negligence, accident, abuse, misuse, flood, fire, earthquake or other external causes.
- n) Damage caused by operating the Product outside the permitted or intended uses described by the manufacturer's instructions.
- o) Damage caused by servicing of the product (including upgrades and expansions) performed by anyone who is not authorised by Vinco to perform such services; or
- p) Devaluation of the product caused by natural wear and tear.

#### **Important Notes:**

To assist customers maximise the lifespan of their products and achieve the best finish, Vinco strongly recommends that products purchased through Vinco to be installed by licenced professionals and ensure that they use products according to provided instructions.

# Annexure A Product Warranty Periods

| Product Range         | Series/Part<br>Number | Brand | Warranty Period                                |
|-----------------------|-----------------------|-------|--|
| Vinco Door Closer     | DC 673 BC-S           | Vinco | Surface finish – 1 year<br>Main body – 5 years |
|                       | DC93A24 BC-S          |       |  |
| Vinco 7000 Series     | CL7000 Series         | Vinco | Surface finish – 1 year                        |
| Leverset              |                       |       | Main body – 5 years                            |
| Vinco 6000 Series     | CL6000 Series         | Vinco | Surface finish – 1 year                        |
| Leverset              |                       |       | Main body – 5 years                            |
| Vinco Tapware and     |                       | Vinco | <u>Domestic</u>                                |
| Shower Product Ranges |                       |       | Surface finish – 5 years                       |
|                       |                       |       | Ceramic disk – 5 years                         |
|                       |                       |       | O-rings & jumper valves – 3 months             |
|                       |                       |       | <u>Commercial</u>                              |
|                       |                       |       | Surface finish – 12 months                     |
|                       |                       |       | Ceramic disk – 6 months                        |
|                       |                       |       | O-rings & jumper valves – 3 months             |