

VIEGA Warranty to Approved Installers of Pre-Wall Systems

The terms and conditions of this warranty (“Warranty”) apply solely to Approved Installers of the Products and apply only to Products purchased in or installed in Australia by Approved Installers.

For the purposes of this Warranty, “Approved Installers” are specialised installers who purchase the Products for the purpose of installing and re-supplying the Products to third parties in Australia.

1. Warranty, Warranty Period and Limitations

Manufacturer of the Products is VIEGA GmbH & Co. KG with its headquarters at Viega Platz 1, 57439 Attendorn, Federal Republic of Germany (“VIEGA”).

Subject to the terms and conditions of this Warranty, and for the below specified periods, in each case beginning with the date of purchase by the Approved Installer (“Warranty Period”),

- (i) for the cistern body 10 years,
- (ii) for the mechanism and valves 3 years,
- (iii) for the flush plates 3 years,
- (iv) for the sealings 12 months,

VIEGA warrants to the Approved Installer that VIEGA shall, at its option, repair or replace the Product, or refund the price of the Product in full to the Approved Installer if such Product fails, during the Warranty Period, to:

- (a) conform in all material respects with the description and any applicable specification; and
- (b) be free from material defects in design, material and workmanship.

Further, VIEGA warrants to the Approved Installer that spare parts for the Products shall be available for a period of 15 years from the date of purchase by the Approved Installer.

The benefit of this Warranty is in addition to the guarantees and remedies that may be available under the Australian Consumer Law. The Approved Installer may have other rights under the Australian Consumer Law which cannot be excluded, restricted or modified, including certain rights to be indemnified for claims by end users, and these are not excluded by this Warranty.

To the maximum extent permitted by law and subject to any law to the contrary, this Warranty sets out VIEGA’s only liability to the Approved Installer (whether in contract, tort (including negligence) or otherwise) in respect of a product failing to meet this Warranty and this Warranty does not cover:

- (a) the costs of (1) inspecting and finding the defective Product; (2) removing the defective Product; (3) replacing the defective Product with a replacement; or (4) returning the defective Product to VIEGA unless agreed by VIEGA under clause 4; or

(b) any damage to property, personal injury or claims by third parties made against the Approved Installer.

To the maximum extent permitted by law and subject to any law to the contrary, VIEGA will not be liable to the Approved Installer for any loss of use, loss of profits or revenue, economic losses or for any indirect, consequential or special loss or damage, whether in contract, tort (including negligence) or otherwise.

2. Warranty Terms

VIEGA shall only be liable for the Products' failure to comply with the Warranty if the following conditions are met: (1) the Products are installed by the Approved Installer in accordance with VIEGA's latest assembly instructions and technical records while complying with all applicable acknowledged rules of engineering and the technical regulations in force in Australia at the time of installation; (2) the Products are not subject to any temperatures and/or pressures which exceed the limits and specifications quoted in the applicable assembly instructions or product descriptions; (3) the Products remain at the place of original installation; (4) the Products are connected to active supply lines used for applications approved by VIEGA; (5) the Products show no signs of manipulation, false handling, negligence or accidental damage; (6) the Approved Installer fully complies with the below mentioned claim submission procedure.

3. Warranty Exclusions

VIEGA shall not be liable for the Products' failure to comply with the Warranty if the Products (a) were not manufactured by VIEGA, (b) were installed outside of Australia, (c) were used for a purpose other than the one approved by VIEGA or (d) were damaged due to one of the following causes: (i) product misuse or abuse, vandalism; (ii) natural disasters or force majeure (in particular, but not limited to, floods, storms, lightning strikes, earthquakes); (iii) modifications, changes or add-ons not approved by VIEGA in writing; (iv) excessive water pressure, corrosive substances or other harmful environments; (v) sub-zero temperatures.

4. Claim Submission

In the event that the Products are found to be defective within the Warranty Period, the Approved Installer shall inform VIEGA's Australian affiliate, VIEGA Pty Ltd. at PO Box 8270 Baulkham Hills NSW 2153, in writing within thirty (30) days from the date at which the defect was found or should have been found. VIEGA Pty Ltd. may at its discretion inspect the Products at the installation site of the Approved Installer or approve the return shipment of the Products to VIEGA for the purpose of inspection. No product may be returned by the Approved Installer without the prior written consent of VIEGA. VIEGA shall within sixty (60) business days from receipt of the notice from the Approved Installer examine whether the Products suffer from any defects of material or workmanship and notify the Approved Installer of its findings promptly.

5. Name and Address of Warranty Issuer

The issuer of this Warranty is VIEGA GmbH & Co. KG, Viega Platz 1, 57439 Attendorn, Federal Republic of Germany +49 2722 61 1297, info@viega.de.

7. Applicable Law, Jurisdiction

This Warranty shall be governed by and construed in accordance with the laws of Australia. If and to the extent permissible, the courts in Sydney, Australia shall have jurisdiction for any dispute arising out of or in connection with this Warranty.