

Conditions of Sale

- 1.0 All orders placed with the company shall only be accepted subject to the Terms & Conditions of the company.
- 1.1 The company will not be found liable for any delays in delivery caused by reasons beyond its control. i.e. Strikes, Transport unavailability etc.
- 1.2 All sizes & dimensions provided regarding products are nominal, as some variations can occur during manufacture.
- 1.3 Delivery dates are an estimate only, therefore the company is not liable for any loss or damage for failure to deliver product by the estimated delivery date.
- 1.4 The company and FM Mattsson AB reserve the right to change or alter designs, specifications, finishes, colours at any time without notice.

PRICES

- 2.0 Prices and Terms are subject to alteration by the company without any further notice prior to delivery.
- 2.1 The Prices quoted in this Price List are Recommended Retail Prices in Australian Dollars.

There are two prices indicated for each product. One excluding GST and one including 10% GST.

CLAIMS: RETURNS & CREDITS

- 3.0 All claims for faulty or damaged goods must be notified to Customer Service, within 14 days from receipt of goods. This can be done by phoning the Melbourne office. Phone numbers listed below.
 - 3.1 All Returns and Credits must have a Return Authorisation number (RA#) from Customer Service, at which time the method of return will be advised.
- NB Items without proper authorisation will not be accepted. They will be returned to sender, with the sender to pay.**
- 3.2 There is a 15% restocking fee for all Returns & Credits which are not at the fault of the manufacturer.

TERMS

- 4.0 **Strictly** 30 Days from statement month end, unless otherwise agreed in writing by the company.

FREIGHT

- 5.0 Free delivery of orders is provided to all capital cities within Australia. Free delivery to your carrier in a capital city for country areas.
- 5.1 All orders under \$100.00 (before GST) will incur a \$5.00 surcharge.

WARRANTY

- 6.0 Subject to the conditions and exclusions below, all FM Mattsson products, including component parts therein, are covered by a five (5) year warranty on parts and one (1) year warranty for labour from the date of delivery. The company will undertake to rectify, free of charge, any fault due to defects in materials or workmanship within this period.
 - 6.1 All FM Mattsson cartridges incorporated in the product are warranted to be free of defects in materials and workmanship for ten (10) years from the date of delivery of the product.
 - 6.2 All FM Mattsson chrome plated finishes are warranted to be free of defects in materials or workmanship for five (5) years from the date of delivery. Other surface finishes are warranted for one (1) year.
 - 6.3 This warranty is for normal domestic and commercial use only and excludes any defect or injury caused by or resulting from misuse, abuse or neglect, accidental damage, improper installation, vermin infestation or other alteration which affects the reliability or performance of the unit not attributable to faulty manufacture, parts and labour.
 - 6.4 The company should not be found liable to the customer in any way in respect to any goods that are delivered to the customer and alleged by the customer or any third party to be faulty;
 - i. If the product has not been correctly installed by a registered plumber in accordance with the manufacturer's instructions and stated parameters or regulations and or standards which govern the water supply and sewerage plumbing requirements of the location of the particular plumbing or installation of the products.
 - ii. If the product has been used for a purpose other than that of the manufacturer's intended application or the product has been incorrectly specified into an application by those other than Award Brands or their designated representatives.
 - iii. If the allegations relate to damage to plated or painted surfaces that have been cleaned with anything other than mild soap, water and a soft, non-abrasive cloth.
 - iv. If damage has occurred to component parts due to foreign materials in the water supply (eg. pebbles, metallic shavings). All water supply lines must be flushed clear of all debris prior to installation of product.
 - v. If the product has been exposed to extreme high water temperature (+80 deg C) or extreme low water temperature (-0 deg C). Where an extreme exists the water temperature must be altered to be within the manufacturer's recommended range.
 - vi. If the minimum flow pressure for the mixer is below 50Kpa (0.5 bar), or in thermostatic mixing valves is below 100 Kpa (1 bar), or the water pressure of hot or cold water supply exceeds the manufacturer's stated maximum operating pressure of 1000 Kpa (10 bar) at any time. Should the water pressure of the hot or cold supply exceed 1000 Kpa then Award Brands reserves the right to insist that the customer limit such pressure to within recommended levels in order for the product to be covered for any future warranty services.
 - vii. If a thermostatic mixing valve is installed in situations where hot water systems fail to provide sufficient flow rate or the unequal pressures of hot and cold water supplies is so extreme as to prevent the functional operation of the product.
 - viii. If damage occurs resulting from repairs or attempted repairs by anyone other than Award Brands or their designated service agent.
 - ix. If the faulty nature of the goods was caused by any negligence on the part of the customer or a third party.
 - x. Unless the customer notifies the company for such an allegation in writing within the relevant warranty period.
- 6.5 If the product is of faulty manufacture, and is returned within the warranty period The company will either:
 - a) Replace the goods or supply equivalent goods
 - b) Repair the goods, or
 - c) Credit the customer to the extent of the price of the goods as at the date of delivery.
 - 6.6 The company shall not be liable for any consequential loss or damage which may be sustained to the customer, and will cover for the invoice value of the product only.
 - 6.7 It is the **responsibility** of the customer to ensure that goods are suitable for the application and purpose intended.
 - 6.8 Where component parts are purchased directly by a customer from an FM Mattsson supplier or during a non-warranty service repair, the warranty period is five (5) years for ceramic cartridges and PBT regulating cartridges and two (2) years for all other component parts.
 - 6.9 If the problem is identified during installation, the Licensed Plumber should immediately contact the company to resolve the difficulty.
 - 6.10 Any tapware not installed by a Licensed Plumber will void the warranty.
 - 6.11 **WARRANTY IS LIMITED TO FM MATTSSON PRODUCTS PURCHASED WITHIN AUSTRALIA.**
 - 6.12 Customers may obtain service of faulty product under warranty either by contacting the authorized FM Mattsson supplier from whom the product was purchased or by contacting Customer Service on 1800 354 435. In all cases, customers must provide a copy of the purchase receipt as proof of purchase to obtain warranty service. Where no documentary evidence exists to support such proof of purchase, the company undertakes no responsibility to repair product of unknown origin under warranty. The customer is responsible for the accurate provision of all known relevant details of model, finish, and nature of problem to enable identification and rectification of fault. Misidentification of FM Mattsson product with other brand tapware by the customer will incur a service charge. Home services are provided within major metropolitan areas and within normal working hours of designated service agents/repairers. This service is conditional on being provided within major metropolitan areas and within normal working hours of designated service agents/repairers. A charge may apply where a customer is absent from a mutually agreed appointment. Where home services are unavailable (e.g. remote areas) then arrangements for such product will be at the discretion of the company. In extreme cases, customers may be requested to either send or bring the faulty product to a designated service agent/repairer. Unless otherwise agreed, warranty will not include the cost of freight to/from the customer or in any case insurance of the product. Alternatively, the customer may be requested to pay for the traveling costs of a designated service agent/repairer to/from the customer's home. The company reserves the right to examine the defective part or product for its assessment as to warrant prior to forwarding any replacement part or product.