

# Warranty Statement

April 2017

ASI JD MacDonald expressly warrants its products against defects caused by faulty workmanship (for a period described below) from date of purchase **providing the product is installed and maintained in accordance with ASI JD MacDonald's Installation and Operation instructions.**

## *Hand Dryers*

- Applause – 1 year parts & labour
- Applause Plus – 3 years (first year parts & labour, remaining 2 years parts only)
- Autobeam – 10 years (first year parts & labour, remaining 9 years parts only)
- Select Classic – 5 years (first year parts & labour, remaining 4 years parts only). One year warranty on cabinet.
- Touchdry – 10 years (first year parts & labour, remaining 9 years parts only)
- Tri-Umph – 5 years (first year parts & labour, remaining 4 years parts only)
- Turbo-Dri – 5 years (first year parts & labour, remaining 4 years parts only)
- Turob Slim – 5 years (first year parts & labour, remaining 4 years parts only)
- Turbo 3in1 – 5 years (first year parts & labour, remaining 4 years parts only). One year warranty on cabinet.

## *Baby Change Stations*

All ASI JD MacDonald baby change stations are warranted to be free of defects in material or workmanship for a period of five years from date of purchase.

## *Other*

All ASI JD MacDonald commercial washroom and bathroom products are warranted to be free of defects in material or workmanship for a period of one year from date of purchase and includes product from the below categories:

- Back Rests
- Combination Paper Towel Dispensers & Waste Bins
- Grab Rails
- Hooks
- Mirrors
- Paper Towel Dispensers
- Security Accessories
- Shelves
- Shower Tracks, Rods, Kits Seats & Curtains
- Soap Baskets
- Soap Dispensers (with the exception of the EZ Fill range of soap dispensers, which is warranted to be free of defects for two years)
- Toilet Roll Holders
- Towel Rails
- Waste Bins

## 1. WARRANTIES

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- 1.1. 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.
- 1.2. The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded.
- 1.3. In addition to your statutory rights, the Company warrants to the Customer that on the date of delivery of the Product, the Company believes that the Product is free from defects in material, workmanship and design.
- 1.4. The Customer may during the Warranty Period (as defined in clause 1.5) notify the Company in writing at the Company's business address specified in clause 1.9 of any defect or suspected defect in the Product. Subject to clause 1.6, the Company will, to the extent necessary, repair or replace the Product at the Company's discretion and at no additional charge provided that:
  - 1.4.1. the Product has been properly serviced, maintained, used and operated by the Customer according to the manner prescribed by the Company, whether in the form of a maintenance manual or otherwise, or if no manner is prescribed by the Company, then according to the manner normally applicable to such Product;
  - 1.4.2. the Product is not subject to unusual or un-recommended physical, environmental or electrical stress;
  - 1.4.3. the Product is not used by any other party other than the Customer, or if the Customer re-supplies any Product, by the party acquiring the Product from the Customer;
  - 1.4.4. the Product has not been repaired, altered, modified or dismantled in any way by any party other than the Company or its authorised service representative; and
  - 1.4.5. the Product is not used in a manner contrary to the law.
- 1.5. The warranty period (**Warranty Period**) means the applicable warranty period set out on the front page of this warranty in relation to the relevant Product, provided that the parts have been fitted correctly and to the Company's satisfaction.
- 1.6. The warranty does not extend to:
  - 1.6.1. damage or breakdown of the Product arising directly or indirectly from normal wear and tear, incorrect, faulty or negligent operation or maintenance or by continued use of the Product after the discovery of any defect or deficiency which has not been rectified;
  - 1.6.2. any claim other than those directly attributable to faulty material or workmanship or design in respect of the Product; and
  - 1.6.3. any parts which are not original parts supplied by the Company, or any consequential damage to or failure or breakdown of the Product arising from the use of unauthorised parts or materials.
- 1.7. Any obligation of the Company to repair or replace the Product is subject to the following:
  - 1.7.1. the repair or replacement work being conducted during the Company's normal business hours; and
  - 1.7.2. if the Customer is located in a remote region, the Customer may, with the Company's prior written agreement:
    - (a) arrange for the repair or replacement work to be conducted at the premises of the Customer provided that the Customer pays to the Company all reasonable travel, accommodation and other costs and part freights; or
    - (b) conduct the warranty repairs and be reimbursed by the Company at the Company's standard repair times. If the customer needs to make a claim they can contact the customer service department on 1800 023 441.
- 1.8. Subject to clause 1.7.2, the Company will bear all costs in relation to the valid return of any Product in accordance with this warranty.
- 1.9. The Customer may contact the Company about the warranty given under this clause 1.9 at: ASI JD MacDonald, 48 Smith Road, Springvale, Vic 3171, Free Call 1800 023 441 or by email at [enquiry@asijdmacdonald.com.au](mailto:enquiry@asijdmacdonald.com.au)



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