

MILDON & INTERBATH PRODUCT WARRANTY

AUSTRALIAN CONSUMER LAW GUARANTEES
TRIO GROUP Australia Pty Limited ACN 008123108
("Trio") guarantees all of its Mildon branded products in accordance with the Australian Consumer Law.

Mildon Warranty

1. Warranty

Trio warrants that each of its Mildon branded products will be free of defects in material and workmanship including mechanical parts) from the date of purchase of the product with which this document is given, subject to the limitations and exclusions set out below.

Whilst every Mildon product is manufactured to the highest quality standards, we offer a comprehensive after sales service. Mildon is committed to upholding its position as one of Australia's leading plumbing and hardware suppliers. The Mildon Product Warranty does not cover products used for outdoor applications, or where environmental factors will affect normal performance.

2. Limitations

While limitations are expressly provided for in writing and subject to the exclusions set out in this Warranty, Trio reserves the right to alter/amend these warranty conditions in writing at any time.

3. Owners / Installation Instructions

- a. Products MUST be installed in line with Manufacturer's instructions.
- b. Product(s) (Tapware, Mixers, Showers and Toilets) MUST be installed by a licensed and registered plumber.
- c. Brazed connections should NOT be made directly onto mixer, as excessive heat will cause permanent damage.
- d. All pipework MUST be thoroughly flushed prior to installation, as foreign material(s) may block the flow regulating element and reduce the flow of water or cause ceramic disc cartridges/spindles to leak.
- e. Important – Pressure & Temperature requirements.
 - i. Hot and Cold water inlet pressure should be equal.
 - ii. Inlet pressure range: 150 – 800 kpa.
 - iii. New Regulation: 500kpa maximum operating pressure at any outlet within a building (ref, AS/NZS 3500.2018).
 - iv. Maximum hot water temperature: 80 Degrees Celsius.
- f. Isolation cocks must be fitted to all basin and sink mixers, basin sets, hob sink sets and pillar cocks.
- g. In areas where water pressure exceeds 500kpa, an approved Pressure Limiting valve MUST be installed.
- h. It is advised that prior to installing ceramic disc tapware, the installer checks the seat in the plumbing breach to ensure the seat face is even and level.
- i. Products, such as for example, Mixers, Tapware and Accessories may require tightening or adjustment over time. This is considered to be general maintenance, not a product fault.
- j. Aerators and Flow Restrictors have to be cleaned regularly as they can develop blockages over time depending on the water quality and water impurities in some areas. This is considered to be general maintenance and is the homeowner's responsibility to perform this task.

4. Care and Cleaning

Under no circumstances should you install products using acetone silicones. Never use harsh detergents or abrasive cleaners, as these will scratch the surface of the product. To clean products use a soft clean cloth dampened with warm water or a mild pH neutral liquid soap. Do not use undue pressure and be sure to wipe in one direction only.

Care And Cleaning - Matte Black Products

Many soaps, dishwashing liquids, shower gels etc. contain chemicals that may cause a chemical reaction with the product's finish. After use, it is recommended that the product be rinsed with water to remove any possible chemical residue on the product and wiped down with a soft, clean dampened cloth with warm water to reduce water mark stains. Do not use undue pressure and be sure to wipe in one direction only. Issues caused by chemical reactions from cleaning products or environmental factors are not covered under the manufacturer's warranty.

5. Warranty Definitions - Replacement

a. Products / Parts Warranty

Mildon will provide replacement products or parts (to be determined by Mildon) to resolve an issue. Please Note – There is no labour component attached to the replacement products / parts warranty.

Mildon will not be responsible for any costs associated with the replacement of faulty products / parts. This will be the responsibility of the owner / end user to arrange and pay for any trades person and any associated costs required for the replacement of faulty products / parts. (*Conditions apply).

b. Parts And Labour Warranty

Mildon will arrange a service agent to attend and inspect the stated issue. If deemed that the product has failed due to a fault in manufacture, they will replace the products / parts at no expense to the product owner / end user, for the duration of the Labour component period of the product warranty. (*Conditions apply).

6. Warranty Conditions And Claims

The period of warranty shall start from the original date of dispatch of the product from Mildon to the retail outlet.

Claims / Sales Enquiries must be firstly addressed to the outlet which the product was initially purchased. It is their responsibility to communicate your enquiry to Mildon, noting full disclosure of the issue that you may be experiencing. Mildon may require you to return the goods and pay the expense of such return. Should an authorized Mildon Service Agent be required to attend to your issue, a Mildon Service Call Authorization Form must be completed in full either by the end user or by the retail outlet from which the product was originally purchased (on behalf of the end user) and forwarded to Mildon. See website for full terms and conditions www.trioaustralia.com.au - Your enquiry will be attended to promptly thereafter. Please contact Trio or the Mildon Service Agent should you require further assistance.

7. Consequential Loss

- a. To the extent permitted by law, Mildon will not be liable for any loss or damage to furniture, floor coverings, walls, fixtures and any other consequential loss of any kind caused by any manufacturing defect of the product or its components.
- b. Mildon reserves the right to provide minor components as "Parts Only" to the customer to resolve the matter.
- c. Mildon reserves the right to make changes to its products at any time, - Delivery location replacement items is to be at Mildon's discretion.
- d. Goods MUST be installed within 90 days of purchase.
- e. Where Mildon/authorised service agent attends a site and a warranty claim is rejected, a service call out fee for each attending service staff will be charged directly to the resident.
- f. Mildon will not be liable for any claims for labour/ parts associated with service or repair previously undertaken without Mildon's prior written approval. 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 reasonable 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.

8. Warranty Shall Become Void For The Following Reasons

- a. Damage as a result of insufficient flushing of lines prior to operation.
- b. Damage to finishes which arise from installation or post installation use.
- c. Damages to finishes caused by adhesives, sealants and abrasive cleaning products (pre and post installation).
- d. Inability to provide proof of installation by a licensed plumber and proof of purchase documentation.
- e. Products (Mixers, Tapware, Showers) NOT installed by a licenced and registered plumber.
- f. Products not installed to relevant national standards or local regulations.
- g. Products not installed in line with manufacturer's instructions.
- h. Tapware / Mixers exposed to water pressure / temperature that exceeds stated limitations as per product installation instructions. (Note: AS/NZS 3500.2018 specifies 500kpa maximum water supply pressure at any outlet within a building for new installations).
- i. Pressure Limiting Valve not fitted as per manufacturer's installation instructions.
- j. Fitting of other devices to the outlet of tapware (e.g. Water filters).
- k. Product removed from installation without Mildon's prior approval.
- l. Non-Installation of flow regulated check valve in wall elbows for hand showers or veggie mixers.
- m. Products used for incorrect applications, non-potable water etc. Service or repair with non-standard replacement parts previously undertaken without Trio's prior written approval. Failure to clean and replace outlet aerators/flow restrictors etc - Tapware / mixers / showers/ accessories.
- n. Installation using acetone silicones, harsh or abrasive cleaners, use of wax based furniture cream, use of undue pressure etc. If used for outdoor applications. Damage due to abuse and/ or accidental damage as determined by authorised service agent or Mildon. Failure to install isolation cocks to basin and sink mixers, basin sets, hob sink sets and pillar cocks.
- o. The relevant Mildon product was not purchased as a brand new product.
- p. The relevant Mildon product has been water quality that does not constitute to portable water standards within the jurisdiction into which the product has been supplied, including results that occur from changes to water quality by government bodies or regulators from time to time.
- q. Installation, use or removal of the relevant Mildon product results in water hammer, or in any other circumstances water hammer occurs, noting that water hammer is not a manufacturing defect. Water Hammer means the hydraulic shock caused by a pressure surge when water in motion experiences a momentum change by being forced to stop or change direction suddenly, commonly as a result of the rapid closing of a valve or stopper at the end of a pipeline system.

- r. TRIO markets its products across third party channels which consumers are able to link to other websites which are not under the control of TRIO. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Products sold via third party channels are not warranted by TRIO.

9. Installers / Consumers Responsibility

Inspections of goods upon receipt of goods to ensure all items meet your plumbing requirements. The product has no visual defects or damage prior to installation. The product has all of its components. This representation is limited to defects which have arisen solely from faulty materials or workmanship in the products. It does not extend to other defects which may have occurred as a result of, (without limitations) the following; accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or indifferent weather conditions, including excessive water pressure or temperature, or any other neglect of any kind. Alterations, installations or repairs of the product(s) other than by an accredited and licenced service representative or tradesperson are not covered. Similarly, attachments of components or uses of non-genuine parts other than those manufactured by Mildon are not acknowledged by this representation.

10. Mildon and Interbath Warranty

Alterations, installations or repairs of the product(s) other than by an accredited and licenced service representative or tradesperson are not covered. Similarly, attachments of components or uses of non-genuine parts other than those manufactured by Mildon are not acknowledged

(a) Mixers - 10 years comprising:

- i. First 1 years parts and labour warranty against faults in manufacture.
- ii. Years 1 to 2 replacement parts only warranty against faults in manufacture.
- iii. Years 2 to 10 replacement only ceramic disc cartridge warranty against faults in manufacture.

Please note: The following ranges differ in warranty application:

- i. Paramount Trade Mixers (12 month replacement only).
- ii. Paramount Deluxe Mixers (1 year Labour and parts & 5 Year Cartridge).
- iii. Interbath Mixers (20 year product & parts, 5 years finish).

(b) Tapware - 5 years comprising: - Including outlets / showers when purchased as part of a complete tapware set. (For example: shower set, bath set, wall sink set etc.)

- i. First 1 Years parts and labour warranty against faults in manufacture.
- ii. Years 1 to 2 years replacement parts only warranty against fault in manufacture.
- iii. Interbath Tapware (20 years product & parts, 5 years finish).

Please Note: Wearing parts such as Jumper Valve Washers, O-ring seals etc. are not covered under the manufacturer's warranty.

Please Note: The following range differs in warranty application: Paramount Trade Tapware (12 month Replacement Only).

(c) Spindles - Jumper Valve

Mildon standard jumper valve spindles come with a 2 year manufacturer's warranty against faults in manufacture, from the date of purchase, when installed at the time of initial installation with Mildon Tapware sets, subject to compliance with the manufacturer's installation instructions.

Mildon Tapware Sets carry a 2 year replacement only warranty against fault in manufacture. Mildon Standard Jumper Valve spindles that are installed in non-Mildon tapware carry a 1 year replacement only warranty against fault in manufacture.

Please Note: Wearing parts such as Jumper Valve Washers, O-ring seals etc. are not covered under the manufacturer's warranty.
*refer to Tapware warranty section for full warranty details.



(d) Spindles - Ceramic Disc

Mildon Turn Ceramic Disc Cartridge Spindles come with a *2 year manufacturer's warranty against fault in manufacture, from the date of purchase, when installed at the time of initial installation with Mildon tapware sets, subject to compliance with the manufacturer's installation instructions.

Mildon Ceramic Disc Spindles that are not installed at the time of the initial installation of the Mildon Tapware Sets, carry a 1 year replacement only warranty against fault in manufacture.

Mildon Ceramic Disc Spindles that are installed in non Mildon tapware carry a 1 year replacement only warranty against fault in manufacture. *refer to Tapware warranty section for full warranty details.

(e) Accessories

1 Year Replacement Warranty against fault in manufacture.

(f) Showers And Shower Parts

Where purchased as an individual product less tapware. (For example: not part of a complete shower set). - 1 year replacement only warranty against faults in manufacture *(Conditions Apply).

10.1. Showers

(a) Paramount Rail Showers and Hand Showers

5 year replacement warranty only.

i. Outlets

Where purchased as an individual product less tapware. (For example: not part of a complete bath set/wall sink set etc.). 1 year replacement only warranty against fault in manufacture. (waterfall outlets, bath outlets, wall and hob outlets, shower outlets etc.)

ii. Ball Valves

1 year replacement warranty against faults in manufacture.

iii. T-Head/Vandal Proof / Brassware Items

1 year replacement warranty against faults in manufacture.

iv. Minis And Cistern Kits

1 year replacement warranty against faults in manufacture.

(b) Interbath Showers

- i. 10 years replacement product or parts.
- ii. 5 years finish.
- iii. 5 years hose replacement.

10.2. Unstyled Flat Spindle Tapware / Unstyled

(a) Washing Machine Conversion

- i. UNITS - 1 year replacement warranty against faults in manufacture.
- ii. FLOOR GRATES - 1 year replacement warranty against faults in manufacture.
- iii. POP UP / PLUG AND WASTE - 1 year replacement warranty against faults in manufacture. 1 year replacement for finish for Interbath Waste Traps.
- iv. BOTTLE TRAPS - 1 year replacement parts product warranty against faults in manufacture. 1 year replacement for finish for Interbath Bottle Traps.

10.3 ACCESSORIES

(a) Interbath

- i. 10 years replacement of products and parts.
- ii. 5 years replacement for finishes.

11. AUSTRALIAN CONSUMER LAW REQUIREMENTS

The Australian Consumer Law also requires TRIO to state in relation to the Warranty that:

(a) TRIO gives the Warranty and the name, address, telephone number and email address of TRIO as:

TRIO Group Australia Pty Ltd.,
494 Churchill Rd, Kilburn, SA 5084.
08 8262 5055
sales@trioaustralia.com.au

(b) The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.

(c) 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 for 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.