**Warranty against defects**

**Effective 1st January 2017**

Tucosi Pty Ltd ABN 24 124 740 683 trading as “Forme Ceramics” (“**Forme**”) is giving this warranty against defects. Forme has the following information:

|  |  |
| --- | --- |
| Name: | Tucosi Pty Ltd ABN 24 124 740 683 trading as “Forme Ceramics” |
| Business address: | 20 Sunnybank Road, Lisarow NSW 2250 |
| Telephone number: | 1300 621 151 |
| Email address: | info@formeceramics.com.au |

Separately from this warranty against defects the consumer may contact the store where they purchased the product to make a claim for a purportedly defective product.

# Plain language

1.1 Forme intends this document to be in plain language, legible and presented clearly. If your document is not this please contact us for a replacement copy of our warranty against defects.

# Important legal implications

2.1 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.

# Timing

3.1 Any defect in the products below must appear within the corresponding period or periods of time if the consumer is to be entitled to claim the warranty against defects:

|  |  |
| --- | --- |
| Ceramic Tiles | 10 years |
| Porcelain Tiles | 10 years |

# Procedure

4.1 The procedure to be followed for the consumer to claim the warranty against defects is to send the written claim by post/email to the retailer and otherwise comply with the requirements in clause 7 of this warranty against defects.

4.2 If the consumer claims under this warranty against defects the consumer is to bear the expense of claiming under this warranty against defects.

4.3 If the consumer claims under this warranty against defects and the consumers incurs costs for postage, freight or other transport of document(s) and/or product(s) those costs are to be at the consumer’s expense.

4.4 If the product must be repaired or replaced the consumer is obliged to return the product or products to the retailer at the consumer’s expense. Please return the product or products before Forme will repair or replace the product.

4.5 The benefits to the consumer given by the warranty against defects are in addition to other rights and remedies of the consumer under a law which cannot be excluded or contracted out of in relation to the goods or services to which the warranty against defects relates.

# Limits to the warranty against defects

5.1 The consumer needs to make and rely upon their own enquiries. The consumer is not entitled to a refund or replacement if:

5.1.1 the consumer has changed their mind;

5.1.2 the consumer makes an incorrect choice, however defined;

5.1.3 the claim is for damage which was caused by an incorrect installation of the product;

5.1.4 the claim is for damage due to an accident, including if the product has been dropped by any person or impacted;

5.1.5 the claim is for damage caused by incorrect or improper care and cleaning. It should be noted that acid and acid based products should NEVER be used for cleaning;

5.1.7 the claim is for damage caused by alterations to the original product as sold by Forme;

5.1.8 the claim is for damage caused by inappropriate use of the product as determined by Forme in its sole discretion;

5.1.9 the claim is for damage caused by an abuse or neglect of a product directly or through the neglect of the maintenance or inappropriate cleaning of the product as determined by Forme in its sole discretion;

5.1.10 the claim is for damage caused by behaviour which failed to follow or maintain products according to the manufacturer’s instructions and recommendations;

5.1.11 the claim is for damage caused by normal wear and tear to the product; or

5.1.12 the claim is for perceived damage in a product with minor imperfections but which is made from a natural substance;

5.1.13 the claim involves defective installation or workmanship as determined by Forme in its sole discretion;

5.1.14 the claim is for tiles that have not been fixed for their intended application e.g. porcelain tiles for internal walls, ceramic tiles for internal walls and floors and external tiles for external floors. Liability will not be accepted for any deterioration to the material if used outside of these specifications.

5.1.15 the claim is for variation of size and colour variation as all tiles are made from natural substances and therefore subject to size and colour variation. As such tiles need to be verified and accepted prior to any installation occurring. Any fixed tiles installed will void warranty claim for size or colour variation.

5.2 To the fullest extent allowed by law, a warranty against defects claim is to only be made by the consumer who purchased the product and to the fullest extent allowed by law, this warranty against defects is not assignable.

# What Forme must do

6.1 Forme must do as many of the following as are applicable so that the warranty against defects may be honoured:

6.1.1 Use reasonable endeavours to ascertain whether the consumer has acted according to what the consumer must do in order to be entitled to claim the warranty against defects;

6.1.2 If the consumer has done everything the consumer must do and a replacement is not needed in the circumstances as determined by Forme in its sole discretion, instruct the consumer on a course to fixing the problem at the consumer’s expense; and/or

6.1.3 If the consumer has done everything the consumer must do and a replacement is needed in the circumstances as determined by Forme in its sole discretion, issue a replacement.

# What the consumer must do

7.1 If you are the consumer, you must do the following to entitle you to claim the warranty against defects:

7.1.1 Retain record(s) as proof of purchase of the product and produce proof of purchase when making a claim;

7.1.2 Take a photograph or photographs of the purported defect or failure of the product and prepare a written description of the damage;

7.1.3 Pay for the postage and/or transport to claim under the warranty against defects;

7.1.4 Make a written claim under this warranty against defects and send the claim by post to the retailer who sold you the product, including a copy of the record of your proof of purchase of the product, photograph(s) and written description of the purported defect; and

7.1.5 Behave in full accordance with the conditions stated in Table 1 below and prevent the product being treated otherwise than as described in Table 1 by another person.

**Table 1**

|  |  |
| --- | --- |
| **Product** | **Consumer must do these things** |
| Tiles | * Tile adhesive or excess grout must be cleaned off surface of tile before drying onto tile. It is advised that any installation spillage be cleaned of within a few minutes and according to the adhesive and grout manufacture’s specification method of cleaning. * Abrasive cleaners such as acids are not advisable to be used and if cleaning damage occurs is not covered by warranty * Sand may produce scratches on any type of surface covering (stone. Therefore, ceramic tiles are not warranted against scratches, especially concerning glossy surface products. * In residential areas, we recommend to protect the base of furniture and appliances. * Any spillage of substances of or similar to tea, coffee, paint, permanent marker, hair dye, nail polish and acetone must be cleaned off immediately. Even when cleaned off immediately there still may remain a colour variation. Such damaged sustained from such a spill is not covered under warranty and is at the discretion of Forme Ceramics to assume spillage cause. |

# Specific costs

8.1 Where a claim is made according to this warranty of defects and Forme determines to replace a product, the consumer must if requested to do so by Forme:

8.1.1 Pay for the removal costs, transport costs and all antecedent costs for the removal of the purportedly defective product; and

8.1.2 Pay for the transport and installation costs of the new product (if necessary).

# Discontinued products and other matters

9.1 Forme cannot guarantee that products it supplies will be available in the future and Forme will not be responsible to obtain parts or perform repairs on goods which are discontinued (where notification has been provided) or items which are outside of the express warranty period provided.

9.2 Forme reserves the right to discontinue products, modify designs and change specifications without incurring obligation.

9.3 While Forme has made every effort to ensure that descriptions, specifications and other information in this warranty against defects is correct, no warranty is given in respect thereof and Forme shall not be liable for any errors therein.

9.4 Consistent with our continuing product development, improvements may have been made to products which renders their description slightly different to those shown in packaging.