



**Warranty against defects  
Effective 1<sup>st</sup> September 2016**

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

Name:	Tucosi Pty Ltd ABN 24 124 740 683 trading as “Forme Bathroom Collection”
Business address:	20 Sunnybank Road, Lisarow NSW 2250
Telephone number:	1300 621 151
Email address:	info@formebathroomcollection.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.

**1. 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.

**2. 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.

**3. 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:

Vanities/Tallboys – cabinet	5 years
Vanities/Tallboys – top	5 years
Freestanding Bath	10 years
Mirror & Shavers	2 years
Australian made Quay Shaver Range	5 years
Basins	2 years
Accessories – Stainless Steel and Black Satin Collections	2 years
Floor Wastes	5 years
Heated Towel Rails – heated rails with the exception of Retro Fit/Jersey Rail, Commercial Rail or Black Satin Rail Collection	15 years
Heated Towel Rails – Retro Fit/Jersey Rails	5 years

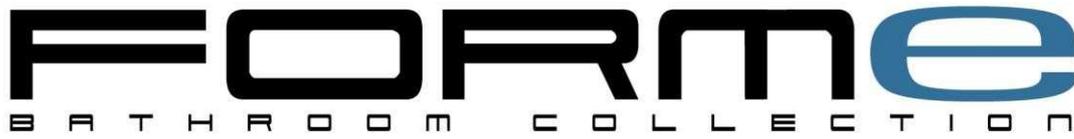
Heated Towel Rails – Commercial Rails	5 years
Heated Towel Rails – Black Satin Collection	2 years
Non – Heated Towel Rails	5 years
Heated Towel Rails – PVD Colour Collection	15 years
Toilet Suites – In House Warranty	1 year
Toilet Suites – Rubber Fittings - replacement only	1 year
Toilet Suites – Cistern & Pan – replacement only	5 Years
Toilet Suites – Internals & Seats – replacement only	1 Year
Stainless Steel Kitchen Sinks – replacement only	25 Years
Stainless Steel Kitchen Sinks – waste replacement only	2 Years

#### **4. 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.

#### **5. 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 misuse of the product, including but not limited to dragging of baths, standing the bath on its end as well as water and natural causes such as sunlight, humidity, moisture and other environmental conditions;
  - 5.1.6 the claim is for damage caused by incorrect or improper care and 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 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, including but not limited to stone bowls.
- 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.

## **6. 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.

## **7. 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**

<b>Product</b>	<b>Consumer must do these things</b>
Vanities/Tallboys	<p>All basins/benchtops must be siliconed onto benchtops/cabinets to prevent water damage to unit.</p> <p>Benchtops are heat resistant but not heat proof. Hot irons must not have contact with the surface of the basin.</p> <p>All vanities/tallboys must be installed with the brackets provided.</p> <p>Materials used for construction of this unit are water resistant and not waterproof. Water needs to be wiped off from vanity surfaces including top of doors and drawers. If claim made and it is evident that water has been left this may result in warranty being void. It is advisable to install at a minimum of 300mm from any wet area such as bath, spa or shower.</p>
Freestanding Bath	<p>All baths must not be used for 24 hours after installation to allow silicone to dry.</p> <p>All baths include adjustable concealed legs which allow for adjustments to floor levels prior to installation. These legs must be silicone fixed to the floor.</p> <p>All baths are double skinned acrylic and must not be cleaned with abrasive materials and/or chemicals (including but not limited to ammonia and bleach). You must only use a micro-fibre cloth, warm water and mild based detergent to clean. (e.g. Dishwashing liquid). All baths must not be dragged or stood on the end (including when in box). Forme advises a minimum 2 person lift.</p>

Mirror & Shavers	<p>All mirrors and shavers must not be cleaned with a highly abrasive cleaning product containing abrasive materials and/or chemicals (including but not limited to ammonia and bleach).</p> <p>All mirrors and shavers must not be cleaned with window cleaners. This may cause the mirror to de-silver (black marks forming on mirror).</p> <p>All mirrors and shavers must be cleaned with a micro-fibre cloth and warm water.</p> <p>All mirrors and shavers must have reasonably good ventilation. Forme advises that IXL should be installed and operation whilst steam in bathroom as well as window left fully open.</p>
Basins	<p>All basins must be siliconed onto benchtops and/or cabinets to prevent water damage.</p> <p>Basins/Benchtops are stain resistant but not stain proof. All stains must be fully cleaned off within 24 hours of stain occurring with a micro fibre cloth and warm water (no abrasive cleaning agents including but not limited to ammonia and bleach can be used).</p> <p>Basins and benchtops are heat resistant but not heat proof. Hot irons must not have contact with the surface of the basin.</p> <p>Stone Basins must be protected by a sealant designed for natural stone prior to use. This must be repeated at least once annually from the date of installation.</p>
Accessories	<p>Consumer entitled to claim the warranty against defects without additional conditions.</p>
Floor Wastes	<p>The grate must be protected from scratching during the installation process by wrapping in newspaper. The consumer should only use qualified tradesmen to install the floor wastes who must install and lay the floor bed so it slopes to the grate prior to tiling.</p> <p>No acid or acid type product is to be used when cleaning. If the floor requires acid cleaning it must be neutralised off waste within one minute.</p>
Heated Towel Rails	<p>All heated towel rails must be installed by a licensed electrician.</p> <p>You must not attempt to repair a real or perceived defect to your heated towel rail yourself, unless you are a licensed electrician.</p>
Non-Heated Towel Rails	<p>Consumer entitled to claim the warranty against defects without additional conditions.</p>

## 8. 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).



**9. 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.
- 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.

**10. Commercial Use**

- 10.1 A warranty claim in relation to a product used for commercial purposes or in the course of business is only valid if the claim is made within 12 months from the date of purchase.