

# Warranty Terms

<https://www.3MonkeeZ.com.au/>

## Terms

### Warranties

- Subject to the terms and conditions contained in these terms (**Warranty Terms**), 3Monkeez Pty Ltd ABN 94 100 572 174 (**3Monkeez**) warrants that products manufactured and sold by 3Monkeez will be free from defects for the following periods:

Warranty Period	Products	Excluded Products
12 months from the date of purchase of the Product.	<ul style="list-style-type: none"> <li>• custom manufactured items;</li> <li>• pre plumbing;</li> <li>• tapware inlet/flexible hoses;</li> <li>• pre rinse hoses;</li> <li>• inlet hoses;</li> <li>• 3Monkeez toilet seats;</li> <li>• cistern valves;</li> <li>• cistern buttons.</li> </ul>	N/A
24 months from the date of purchase of the Product.	<ul style="list-style-type: none"> <li>• "Guardian" tapware;</li> <li>• "Clean-A-Jet" tapware; and</li> <li>• all other 3Monkeez tapware items.</li> </ul>	<ul style="list-style-type: none"> <li>• jumper valves;</li> <li>• pre rinse hoses;</li> <li>• tapware inlet/flexible hoses;</li> <li>• batteries;</li> <li>• any items referenced above.</li> </ul>
60 months from the date of purchase of the Product.	All other Products not expressly stated above.	<ul style="list-style-type: none"> <li>• third party supplied products;</li> <li>• cistern valves;</li> <li>• cistern buttons;</li> <li>• tempering valves;</li> <li>• pressure reduction valves sealant</li> <li>• pan bends;</li> <li>• any items referenced above.</li> </ul>

- In interpreting the table above:
  - the items which are listed in the column headed "Products" are expressly included in the warranty period that is adjacent to that Product and listed in the column headed "Warranty Period";
  - the 'date of purchase of the Product' is the date when the order for the Product is accepted by 3Monkeez; and
  - the items which are listed in the column headed "Excluded Products" are expressly excluded from the warranty provided.

### Third Parties

- The warranties contained in these Warranty Terms are given by 3Monkeez. If any of the Products are sold by a party other than 3Monkeez, that party has no authority from 3Monkeez to give any warranty that differs from those contained in these Warranty Terms.

### Conditions

- In order for a party to obtain and enforce the benefit of the warranties given in these Warranty Terms, the relevant Product must be installed:
  - by an appropriately licensed and qualified contractor in accordance with the installation instructions provided by 3Monkeez;
  - in accordance with the Plumbing Code of Australia (in respect of all plumbing related products);
  - in accordance with the applicable Australian or New Zealand standard (i.e. AS/NZS3500 for all plumbing products) that is current as at the date of installation; and

- (d) in accordance with all other applicable laws, regulations, guides, tolerances and requirements that apply in the state or territory where the Product is installed.
5. The warranties provided in these Warranty Terms shall not apply and the warranties are voided where failure of the Product (or any defect in the Product) is caused or contributed by any one or more of the following:
- (a) fair wear and tear;
  - (b) damage caused by the user or any third party;
  - (c) a Force Majeure Event (as that term is defined in our Trade Terms);
  - (d) faulty or non-compliant installation (including installation of the water supply);
  - (e) excessive water pressure or temperature outside the installation and application guidelines;
  - (f) the presence of foreign matter, either from the water supply or installation;
  - (g) installation that is not in accordance with these Warranty Terms (see point 4 above).

### Remedies

6. If a Product becomes defective during the relevant warranty period for that Product, you must:
- (a) immediately cease using the Product;
  - (b) give notice in writing to 3Monkeez setting out (**Warranty Notice**):
    - (i) the nature of the alleged defect(s);
    - (ii) the Product affected;
    - (iii) the applicable purchase or order number for the Product and evidence of payment;
  - (c) send the Warranty Notice to 3Monkeez by email to [customercare@3monkeez.com.au](mailto:customercare@3monkeez.com.au) by the earlier of:
    - (i) expiry of the relevant warranty period; or
    - (ii) within seven (7) days of becoming aware that the product is defective;
  - (d) deliver the defective Product to 3Monkeez by sending the Product to 3Monkeez within seven (7) days after giving the Warranty Notice.
7. A failure to comply with point 6 above will result in loss of the benefit of the warranty.
8. If we reasonably determine that the Product is defective and the claim is made during the relevant warranty period for that Product, we will either (at our election):
- (a) replace the defective Product at our own cost; or
  - (b) provide you with a refund equivalent to the amount which you paid for that Product.

### Other Terms

9. These Warranty Terms are to be read in conjunction with the terms and conditions of trade that are published on the website of 3Monkeez from time to time or included on the quotation for the relevant Product (**Trade Terms**).

### Consumer Rights

10. Our Products come with guarantees that cannot be excluded under *Australian Consumer Law*. For major failures with the service, you are entitled to:
  - (a) cancel your service contract with us, and
  - (b) refund for the unused portion, or reimbursement for its reduced value.
11. You are also entitled to choose a refund or replacement for major failures with Products.
12. If a failure with the Products does amount to major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the Products and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to reimbursement for any other reasonably foreseeable loss or damage from a failure in the Products.
13. The warranties given in these Warranty Terms are in addition to with guarantees that cannot be excluded under *Australian Consumer Law*