

TERMS AND WARRANTY

SMART SINKS (AU) PTY LTD ACN 621 753 964

These Terms govern the supply of the Product (being the product of products described in the Invoice to which these Terms are attached) by Smart Sinks to the Customer (being the person described as such in the Invoice to which these terms are attached).

1. Risk in the Product passes to the Customer upon delivery of the Product to the carrier. Delivery of the Product is at the Customer's sole risk. It is recommended that the Customer carefully inspects the Product on delivery and reports any damage during transit to the carrier.
2. Smart Sinks provides a warranty in respect of stainless steel parts, the valve system one (1) year and the 12volt pump in the Product for a period of following date of invoice against manufacturer defect only. Without limitation, the warranty excludes:
 - (a) any other component of the Product;
 - (b) damage or loss due to any cause other than manufacturer defect including normal wear and tear, accident, solvents or cleaning materials abuse, misuse or improper application or installation or failure by the customer or its employees, agents and contractors to adhere to the instructions enclosed with the Product or as directed by Smart Sinks or an authorised Smart Sinks supplier;
 - (c) consequential loss as a result of defects including costs involved in installation.
3. Prior to and as a pre-condition for approving any claim under this Warranty:
 - (a) The Customer must notify Smart Sinks of a claim under this Warranty within fourteen (14) days of the Customer becoming aware of the defect;
 - (b) A claim under this warranty must be accompanied by the original invoice for the purchase of the Product along with evidence of the date and place of purchase of the Product;
 - (c) The Customer must provide such information as Smart Sinks reasonably requires relating to the installation and use of the Product prior to the warranty claim;
 - (d) The Customer must, at the Customer's cost and risk, return the Product to Smart Sinks for inspection. If the Product has been installed, Smart Sinks may approve a warranty claim if suitable photographic evidence of the defect in the Product is provided to Smart Sinks by the Customer.
4. Once Smart Sinks has approved a warranty claim in accordance with these Terms, Smart Sinks may, at its discretion:

- (a) repair the Product;
- (b) replace the Product; or
- (c) refund the purchase price for the Product,

and Smart Sinks doing one of the above is in full and final satisfaction of Smart Sink's liability under this warranty. Any transport costs in relation to the Product must be borne by the Customer.

- 5. Except to the extent specifically set out in this document, any warranty or other representation in relation to the Product is hereby excluded except to the extent that such warranty or representation is imposed by law and may not be lawfully excluded.
- 6. While Smart Sinks takes reasonable care in describing the Product and providing information, no warranty can be given as to the accuracy of the information and the Customer must make its own enquiries in relation to the Product and acknowledges that it does not rely on the skill and judgment of Smart Sinks in deciding to acquire the Product.
- 7. If the supply of the product is subject to the compulsory application of the Australian Consumer Law, Smart Sink's liability for breach of a condition or warranty implied by that law is limited to the extent permitted by law to whichever of the following options or combinations of options Smart Sinks chooses:
 - (a) either the replacement of the Product or the supply of an equivalent Product;
or
 - (b) the payment of the cost of replacing the Product or acquiring an equivalent Product.

Subject to this clause 7 and any other law having compulsory application, Smart Sinks is not responsible to the Customer for:

- (a) any loss in connection with the supply of the Product, not directly caused by the negligent, wilful or reckless act or omission of Smart Sinks, its employees or agents, and whether arising in agreement, tort or otherwise, except to the extent of warranties, undertakings and promises expressly made by Smart Sinks in writing and forming part of these Terms;
- (b) any loss arising out of any fault or defect in the Product not directly due to the negligent, wilful or reckless act or omission of Smart Sinks, its employees or agents;
- (c) any representations made by or on Smart Sink's behalf which are not in writing and expressly included in these Terms;

- (d) any statement or recommendation made, or advice, supervision or assistance given by Smart Sinks, its employees and agents whether oral or written;
 - (e) any delay or failure in making the Product available, or default, or failure in performance of the Product because of circumstances beyond Smart Sinks' control including acts of God or of another person, natural disaster or disasters caused by man or animal or machinery or circumstances partly of one kind and partly of another;
 - (f) any liquidated damages claimed by the Customer for any reason.
8. These Terms may not be varied except in writing signed by the parties including that no employee or agent of Smart Sinks has the authority to vary any of these Terms.
9. If any provision of these Terms is held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.