



This Agreement is between Meir Australia Pty Ltd ABN 22 606 422 511 its successors and assignees, (referred to as “Seller”, “we”, “us” or “our”), and you the person, organisation or entity that purchases products or related services from us (referred to as “the Buyer” “you” or “your”), and collectively the Parties. The Terms apply to all sales made by us to you.

Meir warrants the following products for the following set periods from the date of purchase in line with the following terms and conditions for residential homes, as set out in the table below.

Interpretation

In these conditions, unless the context otherwise requires:

- (a) “Buyer” means the person or company named in the Invoice, Order or Quotation and, in the case of an individual, his executors, administrators and assigns, and of a company its successors and assigns.
- (b) “Quotation” means the form of quotation submitted by the Seller or authorised agent; to the Buyer.
- (c) “Invoice” means the Invoice document issued by the Seller or authorised agent; to the Buyer.
- (d) “Order” means the order confirmation document issued by the Seller or authorised agent; to the Buyer.
- (e) Any special condition set forth in the Quotation shall be read and constructed so as to vary these printed terms and conditions but only to the extent of any inconsistency.

Acceptance

The Buyer accepts the conditions set out in the Terms and Conditions.

An agreement comes into existence between you and us, once we have given you an order number.

The Buyer understands and agrees to any conditions in regards to manufacturing production time, transit time, additional and or separate transit costs, special requirements or any other information either verbal or in writing.

Products which are made-to-order, specially manufactured, machined, custom-made or cut to size are not returnable and a non-refundable deposit payment of 50% of the total order value is required to begin production. The remaining balance is due before receipt of the ordered product(s).

The Buyer shall be deemed to have inspected the goods and to have accepted the goods to be of the description, quality and quantity ordered, unless particulars of a claim to the contrary are notified to the Seller in writing within seven (7) days of delivery.

The warranty is limited to the original purchaser and non-transferable.

The warranty period commences from the date of purchase or for new buildings, the date of handover.

We may at our discretion accept or reject an order depending on factors including availability of products and our ability to validate payment.

It is your responsibility to check the order details, including product and pricing before you complete Your Order Summary Summary.

We will provide you with order details, which may include an order or invoice number, the shipping and billing addresses and a description of what was ordered.

An agreement comes into existence between you and us, once we have given you an order number.

Warranty

Meir Australia will, at its election and pursuant to its obligations under the Competition and Consumer act 2010: repair or replace the defective product or part. This Warranty is subject to the conditions and exclusions below. Meir Australia warrants that products manufactured and or distributed by Meir Australia and its authorised agents will be free from inherent defects in materials and workmanship for the warranty period applicable to the Product. This Warranty only applies within Australia and New Zealand.

Residential building warranty

Definition: A building that is for residential use or a permanent residence; such as an apartment or house

ITEM	PERIOD (YEARS)	INFORMATION
Tapware	15	15 year cartridge replacement 10 year replacement product or parts 1 1 year labour
Showers	15	15 year cartridge replacement 10 year replacement product or parts 1 1 year labour
Mixers	15	15 year cartridge replacement 10 year replacement product or parts 1 1 year labour
Accessories	5	2 year replacement product or parts

1 – Ceramic disc spindles; 1 year parts only.

Commercial building warranty

Definition: A building that is used for commercial use; such as offices or hotels

ITEM	PERIOD (YEARS)	INFORMATION
All products	1	1 year replacement parts and labour 1

1 – 1 year replacement parts and labour only

Industrial building warranty

Definition: A building that is used for industrial use; such as warehousing

ITEM	PERIOD (YEARS)	INFORMATION
All products	1	1 year replacement parts 1

1 – 1 year replacement parts only

Pressures

MAXIMUM Temperature: 75 degrees & Pressure: 1,000kPa.

MINIMUM Temperature: 3 degrees & Pressure: 150kPa (300kPa for Diverter mixers).

Note: AS/NSZ 3500.1-2003 (Clause 3.3.4) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations.

Inability of use when installed in gravity-fed water systems, instantaneous hot water systems or when the pressure supply is less than 150kPa.

Care and Cleaning Instructions

Do not install tapware using any form of acetone silicones.

Do not apply physical items (such as tools) directly to the product.

Never use detergents, citrus based cleaners, or abrasive cleaners and do not use undue pressure.

Where your tapware remains dry in use, a soft cloth can be used to remove surface dust.

Alternatively, a wipe over with warm soapy water is all that is required to maintain the finish in perfect condition for a lifetime of use.

Use of wax based furniture cream should be avoided as these can result in a build-up of deposits, which could detract from the appearance.

Cancellation of Contract

The Buyer must provide notice to the Seller in writing not later than two (2) days prior to the estimated date of delivery by the Seller.

Without prejudice to any other rights the Seller may have, the Buyer shall indemnify the Seller for any loss, damage or expense incurred by the Seller should the Buyer cancel any order or part of an order.

The Buyer forfeits all deposits paid.

The Seller will refund the difference of the total contract amount and the deposit amount to the Buyer within 90 days via EFT bank transfer.

Dimensions, Performance Date and Other Descriptive Detail

As the goods are the subject of continuous evaluation and the production methods subject to change the Seller reserves the right to change without notice the construction, design, dimension, and performance data of the goods.

Availability and Cancellation

Purchases made with us are subject to availability.

If there is a considerable delay in dispatching Your Order Summary when it was not known upon the time an order was placed, or if for any reason, we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order. You can choose to cancel the order or place Your Order Summary on backorder where goods will be dispatched when they are available.

Intellectual Property

Intellectual Property includes but is not limited to:

all present and future rights to intellectual property including inventions and improvements, trademarks (whether registered or common law trademarks), patents, designs, copyright, any corresponding property rights under the laws of any authority;

all rights in respect of an invention, discovery, trade secret, secret process, knowledge, concept, idea, information, process, data, formula, or work product; and

all work product developed in whole or in part by us.

We own all Intellectual Property rights in our Site, business, products and branding, as between us and you. The products contain material which is owned by or licensed to us and is protected by Australian and international laws (Materials). We own the copyright which subsists in all creative and literary works incorporated into our Materials.

Australian Consumer Law (ACL), Return, Refund, and Exchange Policy

Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods or services to you by us via the Site which cannot be excluded, restricted or modified. Our liability is governed solely by the ACL and these Terms. The Buyer acknowledges and agrees that the Buyer purchases the goods for its inventory to be sold to the retail market and it is not a Consumer as defined in the ACL.

All implied conditions, warranties, and undertakings other than those prescribed in the ACL which cannot be excluded, restricted or modified are expressly excluded. Without limiting the generality of the preceding sentence, the Seller shall not be under any liability to the Buyer in respect of any loss or damage (including consequential loss or damage), howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or the failure or omission on the part of the Seller to comply with its obligations under these Terms and Conditions of Sale.

The Buyer acknowledges and agrees that the Seller is under no obligation to replace, repair the goods or compensate the consumer of the Buyer unless provided for in the ACL or within the terms and conditions of the Manufacturer's Warranty.

The Buyer shall not remove any conditions of Manufacturer's Warranty from any packaging and shall not make any representation to any consumer regarding the purpose, performance or durability of the goods which is inconsistent with the Manufacturer's Warranty without the Sellers express written consent, or which breaches the ACL.

The Buyer expressly acknowledges and agrees that the Seller is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of goods or materials supplied by the Seller and all such advice relied upon is at the Buyer's own risk; and

That the warranty supplied with the products only applies within the Commonwealth of Australia.

Where a product is covered under a “parts and labour” warranty, the warranty covers the repair or replacement of the defective part and the installation of that part.

Where a product is covered under a “parts only” warranty, the warranty covers only the repair or replacement of the defective part and does not include any service work or the removal of defective part(s) or the installation of repaired or replaced part(s).

Subject always to any overriding obligation pursuant to the ACL, the warranty shall be void for the following reasons:

Normal and fair wear and tear, misuse, abuse, or mishap

Exposure to excessive moisture derived from lack of ventilation

Inability to provide proof of purchase.

Products used for incorrect applications.

Products not installed by a licensed tradesperson, failure to follow installation instructions or damage which arise from or during installation.

Products not installed to relevant National Standards, State Regulations or in accordance with the installation instructions.

Products exposed to extreme, unusual or outdoor environmental elements.

Tapware exposed to water pressures and or temperatures that exceed stated limitations.

Scratches or damage caused by applying physical and or abrasive contact directly to the product.

Isolation stop taps were not fitted where required.

Fitting of other devices to the outlet of tapware, eg. Water filters or regulators that are not approved by the Seller.

Flow regulated check valves not installed where required or obstructions caused by inadequate flushing before use.

Services repairs or with non-standard replacement parts previously undertaken without the Seller’s approval.

Damage by adhesives, sealants, corrosives etc; or failure to comply with care and cleaning instructions.

Failure to clean and or replace outlet aerator inserts within 18 (eighteen) months.

Repair or replacement of Jumper Valves, O-rings, washers, or Aerator Inserts.

Repair, replacement, refund, or exchange process

Complete the online form at www.meir.com.au/warranty-claim/

Meir Australia or an authorised member may request you to supply the physical product for assessment to identify the cause of the defect. Where the warranty claim is deemed valid, Meir will replace or repair the product if it falls within the warranty period. If a warranty claim is invalid or dishonest in nature, Meir has the right to charge the customer for fees associated with evaluating the product’s cause of the defect and retain the product until such fees are paid in full.

Warranty works are conducted by an authorised or approved service supplier. Where no authorised service providers are available, the customer is required to identify and engage a service provider within 10km of the location. Service provider visits and work should only be conducted during business hours and with no excess/premium charges. Any fees resulting from service conducted outside of business hours will be payable by the customer.

Easy access must be granted to the service provider for the duration of the visit.

Customers must provide a proof of purchase to the Seller or authorised agent from whom the product was purchased. An inability to provide proof of purchase or equivalent documentation will void warranty.

If you are entitled to a refund, we will only give you the refund once we receive evidence of faulty product, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under the Terms. Refund we make will be by the same payment method used to purchase the product where possible.

The relevant invoice number should be quoted when returning goods for credit, exchange, or refund

Change of mind or return: When a customer wishes to cancel or return an order due to a change of mind, the seller is not legally obligated under the Australian Consumer Law to provide a refund, however the Seller deals with each case on an individual basis and may offer a refund or store credit; however, products must be returned in the original packaging and in an unused condition with all parts and pieces and refunds will not include any costs associated with the original delivery.

Credit or exchanges will not be permitted if the item is not received within 14 days from the original delivery date.

The Seller will not accept for return or refund any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made or is a special buy product.

Packaging: You must adequately package any product you are returning for our collection to ensure that it is not damaged during return delivery.

Duty of care: You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

Dispute

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our products, please contact us. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).

If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Victoria to appoint a mediator. The mediator will decide the time and

place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

Limitation of Liability and Disclaimers:

While the information and material provided by the Seller is believed to be accurate and current, it is provided by us in good faith on an “as is” basis, and we and our directors, officers, employees, and agents accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site.

To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to the products and services, the Site and this agreement, except those set out in this agreement, including but not limited to:

implied or express guarantees, representations or conditions of any kind, which are not stated in these Terms; the Site or the products being unavailable; and

any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Site, inability to access or use the Site, the products, the services, the late supply of products, or the Terms, even if we were expressly advised of the likelihood of such loss or damage.

Limitation: Our total liability arising out of or in connection with the products, the services or the Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products under the Terms.

This clause will survive termination of these Terms.

Amendment: These Terms may be amended from time to time, without prior notice. Your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms before purchase. Our agents, employees and third parties do not have authority to change the Terms.

Indemnity: You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

General

Privacy: We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines

Accuracy: While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law

Termination: We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on our Site at our sole discretion, without incurring any liability to you.

GST: If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms you agree to pay us an amount equivalent to the GST imposed on these charges.

Relationship of parties: The Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.

Force Majeure: We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

Notice: Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.

Waiver: Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.

Assignment: You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.

Severability: If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement: These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.