

## WESTINGHOUSE WARRANTY STATEMENT

1. Nothing in this Warranty affects the Consumer's rights under the Australian Consumer law. The benefits to the Consumer under this Warranty are in addition to the rights and remedies of the buyer under any Consumer Guarantees. The Australian Consumer Law requires that we confirm that: 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 for 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.

2. Subject to Clause 1, the Seller warrants that Westinghouse branded products will be free of manufacturing defects and will perform to the Seller's specifications subject to the following clauses.

3. The benefit of this Warranty extends only to the owner of the property in which the Products manufactured or supplied by the Seller are installed and used by the owner for the duration of the Warranty Period.

4. The Warranty commences on the date of the purchase of the product and continues for the benefit of the Owner for the Warranty Period. If within the Warranty Period a manufacturing defect is discovered in the Product, or the Product fails to perform to the Seller's specifications as a result of some defect in material or workmanship in the Product, then the Seller will at its own discretion:

a.) Repair or replace the Product at the cost of the Seller, including but not limited to labour and travel costs. Goods repaired or replaced under this Warranty will be warranted for the remaining period of the Warranty.

b.) Refund the purchase price paid by the consumer.

5. The Warranty does not apply to Product that:

a.) Has failed due to excessive wear and tear beyond what is considered to be reasonable.

b.) Has been misused or neglected.

c.) Has been damaged accidentally or by acts of God including fire and flooding.

d.) Has been used or operated contrary to operating or maintenance instructions.

e.) Has been damaged by the Consumer or a third party authorised to act for the consumer in transit from the Sellers store to the Consumer.

6. In order to make a claim under the Warranty, the Owner must, where possible return the goods to the Seller's store at the Owner's cost. Proof of purchase must be supplied in all cases.

7. The seller will examine any returned Products and if the Seller determines that there is an apparent defect through no fault of the Owner, the Seller will:

a.) Make note of the Owner's contact details including the Owner's telephone number which the owner can be contacted during business hours, postal address and e-mail address.

b.) Make note of the defects reported by the Owner.

c.) Take back the defective goods from the owner and determine within a reasonable time through dialogue with the Seller whether the goods are defective.

- d.) Advise the owner within a reasonable time frame whether it accepts or rejects the Product claim.
- e.) If the Seller accepts the return of the Product, the Seller must arrange to have
  - i) The Product repaired or,
  - ii) Replace the damaged or faulty Product or,
  - iii) Refund the purchase price.

8. The Seller will not accept any returned Product which has not been returned strictly in accordance with this Warranty.

9. For the purpose of this Warranty:

- a.) Australian Consumer Law means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- b.) Consumer means the Purchaser of goods from the seller.
- c.) Consumer means a Consumer as that term is set out in section 3 of the Australian Consumer Law.
- d.) Consumer Guarantees means the guarantees under the Australian Consumer Law.
- e.) Implied terms means any guarantees, conditions, warranties or other terms implied by any Australian Commonwealth, State or Territory laws, (excluding the Australian Consumer Law) or the law of any other jurisdiction.
- f.) Owner has the meaning set out in clause 3.
- g.) Warranty means this warranty.
- h.) Product means the Product/s bought by the Owner from the Seller that fall under this warranty.
- i.) Warranty Period means:
  - i) In relation to Cast Iron Cookware: 3 Year Limited Warranty.
  - ii) In relation to Non-Stick Cookware: 3 Year Limited Warranty
  - iii) In relation to Cooking Utensils: 3 Year Limited Warranty
  - iv) In relation to Knives/Knife Block Sets: 3 Year Limited Warranty
  - v) In relation to Stainless Steel Cookware: 10 Year Limited Warranty
  - vi) In relation to Chopping boards: 1 Year Limited Warranty
  - vii) In relation to Small Appliances: 1 Year Limited Warranty