

ROBERT GORDON

POTTERS SINCE 1945

Warranty on Goods

Warranty on the manufacture and performance of goods for their intended purpose, subject to the proceeding terms and conditions, is as follows:

- For lighting products - 12 months
- For basin products – 7 years residential
- For basin products – 12 months commercial
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in either case, referred to as the Warranty Period herein.

A Word on the Unique Nature of Stoneware

Your Robert Gordon Interiors (RGI) basin or lighting product is a one of kind. Each piece of high fired Australian stoneware is hand made to order at our Melbourne workshop by our skilled crafts people. Due to the unique nature and inherent characteristics of clay, together with our manufacturing process, variations in size, shape, shade, colour, surface texture and glaze finish will occur. This is a natural feature of a ceramic product, glazed and fired at high temperature. These natural variations in surface texture add character and are not defects and, once a piece is passed by our quality assurance process, will not have any adverse impact on the structural integrity and performance of the product.

Every effort is made to provide a true representation of our finished glazes, both as to colour and appearance, on our website. Unfortunately, photographs are rarely a complete substitute for the actual product viewed through the naked eye and there may be differences. If you are seeking a specific colour or finish, we recommend that you contact us directly to discuss your needs or alternatively, purchase a full set of basin or lighting colour chips before making an order, to avoid surprise or disappointment.

Purpose and Installation

RGI basin and lighting products are intended for personal, domestic use within indoor environments.

Your RGI basin or lighting product must be installed in accordance with RGI's supplied instructions, including, where specified, by qualified and authorised tradespersons. Do not modify or adapt your basin or lighting product for the purposes of installation. Protect your basin or lighting product from accidental damage when installed as part of a building process to avoid chips, cracks and scratches and breakage.

- Must be installed by a qualified and licensed plumber.
- Use the correct waste to suit your basin. Each basin is supplied with a technical specifications sheet showing the recommended plug and waste connection size.
- Ensure no water is trapped under the sink. A silicone bead around the perimeter of the base of the of the basin is required to ensure that no water penetrates under the basin. If water does become trapped under the basin due to incorrect installation, water marks may appear.
- Install waste using 100% silicone and ensure that it is left to dry for at least 24 hours prior to use.
- Waste should be fixed hand tight only and not tightened mechanically.
- Note: Areas around manufacturers cut outs are susceptible to hairline cracks, which are aesthetic and usually not structural. Take care around these areas during the installation process.

Lighting

- Lighting products must be installed by a qualified and licensed electrician.
- All wiring and installation of the lighting product must adhere to local and national wiring regulations. For example, AS/NZS 3000:2007/Amendment 2:2012 Electrical installations.
- Do not exceed the maximum wattage rating.
- Ensure suitable location for installation. Ensure mounting point can support at least two times the weight of the light fitting. Do not install in front of air flow vents or systems and areas compromised by moisture or dampness.
- Check entire product for any sign of damage before installing. Do not install product if there appears to be any signs of damage.
- Before undertaking installation, ensure the power is switched off at the mains or power source.

Care and Maintenance

Your RGI basin or lighting product is designed to last and, with proper care and maintenance, will provide many years of function and enjoyment. There are a few things you can do to help the longevity of your product. Luckily, most of these require only your common sense.

General

- Avoid exposure to high or heavy impacts, especially on edges, to reduce the chance of chips and cracks caused by other objects.
- Only use your product for the purpose it was intended.

Basins

- Avoid placing hot items such as hair straighteners directly onto your basin product. Although the basin is heat resistant, excessive localized heat may cause damage, including thermal shock.
- Avoid placing or dropping anything heavy or sharp on your basin product.

Lighting

- Always ensure the power is OFF and the light fitting is cooled down before carrying out any maintenance or cleaning on the globe or pendant.
- To avoid damage to fitting, ensure the power lead and screws are secure before connecting the power.
- Ensure that the fitting does not come into contact with corrosive chemicals etc.
- To clean fitting, wipe with a damp cloth making sure the power is OFF.
- Do not attach or hang anything to or from your lighting product.

What our Warranty Covers

RGI warrants that your basin or lighting product will be free from manufacturing defects during the Warranty Period (Warranty). The Warranty Period commences from the date the basin or lighting product is shipped to you by RGI or otherwise leaves RGI's workshop or storage premises. It does not commence from the date of installation.

Retain proof of purchase and, in respect of a lighting product, evidence of installation by an authorised and licensed electrician. Please make sure you read, understand and follow RGI's installation guidelines and care and maintenance recommendations to ensure the effectiveness of the Warranty.

Australian Consumer Law

The Australian Consumer Law (ACL) is set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and associated regulations. Notwithstanding this Warranty and the Warranty Period, our goods come with guarantees that cannot be excluded under the ACL. 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.

The supply of basin and lighting products by RGI assumes that the purchase is made by the end consumer. Where a purchase is made with the intention of on selling to a consumer or the retail market generally, protections under the ACL may not apply.

When our Warranty will be Void / What our Warranty won't Cover

Without limiting any overriding obligations or restricting any rights and protection conferred under the Australian Consumer Law (ACL), the Warranty will be void for the following reasons:

- Product has not been used for its intended purpose.
- Product has not been maintained in accordance with care and maintenance guidelines and instructions.
- Product has not been installed by a licensed electrician or plumber where this is a requirement of installation.
- Product has been incorrectly or improperly installed or modified.
- Product has been mishandled due to accident, fire, lightning, shipment or other natural or man-made event.
- Product has been subjected to excessive pressure, for example, sitting or standing on, or applying undue force to the product, which would be considered outside normal use.
- Product, in the case of basins, has been filled with water (boiling or otherwise) and left for an extended period, beyond normal use.
- Product, in the case of lighting, is immersed in, or otherwise inappropriately exposed to water or other liquids.

The Warranty does not cover:

- Pinholes and natural variations in the product's surface finish.
- Edge chipping and surface damage due to wear and tear.
- Damage to product caused by physical or chemical abuse or by a failure to properly care and maintain the product, including but not limited to, damage due to use of abrasive cleaning products.
- Damage and breakage caused by excessive impact.
- Scratches and stains arising from use and failure to properly care and maintain product.
- Water damage as a result of scratches or compromised surface caused by natural wear and tear or failure to properly care and maintain product.
- Non-structural hairline cracks around manufacturer's cut outs occurring during or after installation.
- Any minor conditions that can reasonably be attributed to failing to follow care and maintenance guidelines.

Due to the unique characteristics of each RGI piece, the Warranty is not intended to apply where the claimed defect is trivial or insubstantial and better categorised as a natural variation in size, shape, shade, colour, surface texture and glaze due to the manufacturing process used. Where the product is installed in full awareness of such product characteristics, the Warranty will not apply in respect of any claimed defect about product appearance and the like.

Warranty Claim

Before making a claim under the Warranty, please ensure that it will be eligible under the above terms and conditions.

A Warranty claim will not be recognised or accepted unless:

- It is made within the relevant Warranty Period for the particular product.
- It is made within a reasonable period after the defect in the product is detected.
- The product was paid for in full.
- Evidence of proof of purchase and payment is provided.
- The product is made available for inspection and testing by RGI or its authorised representatives or agents. Reasonable access must be granted to view the product. Alternatively, RGI or an authorised representative or agent may request you to supply:
 - the physical product for assessment to identify the cause of the defect; or
 - detailed photographs or imagery of the product and claimed defect.

Where the Warranty claim is deemed valid after a reasonable opportunity to assess the product:

- RGI will replace or repair the product in the first instance. RGI reserves the right to replace the defective product with the same product, should it be available. If the exact product is no longer available, RGI will offer a similar replacement.
- Should a similar replacement not be available or reasonable in the circumstances, RGI will offer a RGI web-site store credit to value of the invoiced amount of the product (excluding shipping) in the second instance.
- Finally, should all repair, replacement and credit options be exhausted, RGI will provide a refund of the purchase price of the product (excluding shipping) upon receipt of the defective product. The obligation and cost of returning the defective product will be borne by the Warranty claimant. The returned defective product must be adequately protected to ensure that the claimed fault can be readily distinguished from any damage caused during the return delivery process.

RGI is not responsible for labour or installation charges, removal and/or disposal costs of existing basin and lighting products or any other costs and expenses associated with a defective product. RGI's sole responsibility under the Warranty is limited to the repair, replacement or refund in respect of a defective product.

If a Warranty claim is reasonably deemed invalid or dishonest in nature, RGI reserves the right to charge the Warranty claimant for cost it has incurred that are associated with evaluating the product's claimed defect and, if applicable, retain the product until such fees are paid in full.

Returns and Exchanges

RGI does not generally offer returns, exchanges, or refunds on basin and lighting products due to a change of mind however, it will consider requests on a case-by-case basis or if the product is faulty on receipt.

Return and exchange requests must be made to interiors@robertgordoninteriors.com

As a rule:

- Credit, exchanges or refunds will not be permitted unless the product is received by RGI within 30 days from the date of purchase.
- Products must be in their original condition and packaging.
- The relevant invoice number should be quoted when returning goods for credit, exchange, or refund. Proof of purchase must also be supplied to RGI's satisfaction.
- Products returned by post or courier must be adequately packaged to avoid damage during return delivery. RGI reserves the right not to accept returned goods that are damaged.

If you are given approval from RGI to make a return, products must be sent to Robert Gordon Pottery Pty Ltd, 114 Mulcahy Road, Pakenham, Victoria 3810 AUSTRALIA.

If the return is due to a change of mind, you will be responsible for the cost of returning the product and any shipping costs associated with the original purchase are non-refundable.

If the return is due to a faulty product, RGI will pay the shipping cost of the returned item. Postage labels can be obtained by contacting RGI at interiors@robertgordoninteriors.com

If a refund has been sought, once your returned product is received and inspected, RGI will notify you of the outcome of your request. Refunds, if made, will be by the same payment method used to purchase the product, where possible.

Shipping and Delivery

RGI will nominate the method and date of delivery. Delivery dates are estimates only.

Shipping costs are quoted at the checkout and may be subject to change without notice. Import duties and taxes are not included in the product price.

If RGI cannot ship or deliver a product within a stipulated timeframe due to circumstances beyond its control, such time will be extended for a reasonable period after such circumstances have ceased to have an impact and RGI will not be liable for any loss or damage incurred by the purchaser, including any consequential loss or damage, arising from delays in shipping or delivery.

RGI may make part deliveries of any order until such time as the total order is satisfied in full.

Deliveries may require a signature as confirmation of receipt. Inability to receive the goods may incur additional freight charges payable by the purchaser.

Title in the product(s) will not pass to you until the delivery of your products and full payment has been processed by us. If your payment fails for any reason RGI reserves the right to reclaim the product(s) from your possession, custody or control even if they have been delivered to you or moved from the delivery address. RGI reserves the right to keep or sell the products.

Risk of loss, damage or deterioration in respect of a product passes to the purchaser on delivery. Responsibility for the preservation and maintenance of the product passes to the purchaser on delivery.