

#### **CINDERELLA WARRANTY:**

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Cinderella products sold in Australia.

In Australia, 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 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. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws. This Warranty gives you additional protection for your Cinderella product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

#### 1/. Introduction.

The most important condition for a well-functioning Cinderella is proper installation. This will ensure efficiency and long life. Correct installation ensures optimal supplies of air intake and exhaust, which results in efficient incineration. Correct installation also reduces the wear and tear on your toilet's components. Hence the toilet must be installed in accordance with the Installation guide supplied with the toilet.

In addition, the toilet must be maintained in accordance with the Cinderella's conditions of use, also supplied with the toilet. This specifies the use of approved toilet liners, cleaning requirements and waste disposal.

# 2/. Warranty Period.

The Warranty period for your Cinderella toilet, installed for personal use is three (3) years from the date of purchase, the date shown on your invoice. If the toilet has been installed for Commercial or Industrial use the warranty period is one (1) year from the date of purchase, the date shown on the invoice, an example of this would be rental accommodations.

## 3/. Warranty Claim.

If you consider that the Cinderella product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.

When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Cinderella product, whether in person or by email. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to Scandinavian Eco

Solutions within the Warranty Period, although you may have statutory rights outside of the Warranty Period.

If, following receipt of a claim under this Warranty, Scandinavian Eco Solutions or its agent determine that your claim in respect of a Cinderella product is valid then;

If the goods can be repaired and the failure to comply with the warranty is not a major failure, Scandinavian Eco Solutions or its agent will either repair or replace the Cinderella product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Scandinavian Eco Solutions statutory obligations and at no cost to you. Goods presented for repair may be replaced by refurbished goods of the same type with equal or greater functionality rather than being repaired. Refurbished parts may be used to repair the goods.

If the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require Scandinavian Eco Solutions to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.

Each claim is assessed on its own merits and you may have statutory rights outside of the Warranty Period. If Scandinavian Eco Solutions provides you with either a replacement or refund, you immediately transfer ownership in the original Cinderella product. If Scandinavian Eco Solutions repairs the goods, you immediately transfer ownership in any residual parts to Scandinavian Eco solutions. Any such resolution by Scandinavian Eco Solutions of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

If, following receipt of a claim under this Warranty, Scandinavian Eco Solutions or its agent determine that your claim in respect of a Cinderella product is invalid, Scandinavian Eco Solutions may charge you for any labour, parts or transport costs incurred by Scandinavian Eco Solutions or its agent in assessing your claim.

4/. Warranty Transferability.

This Warranty is transferable to a subsequent owner of a Cinderella product, in the event of the sale of that product, provided that Cinderella is informed in writing within a reasonable time of the sale of the subsequent owner's name and contact details. The notice should identify the name of the previous owner of the Cinderella product, place and date of purchase, model, make and serial number of the product. The effective transfer of this Warranty does not otherwise alter the terms of this Warranty in any way.

## 5/. Back to Base Repairs.

If you wish to make a claim in relation to a Cinderella product, please bring, or send, that Cinderella product to the nearest Cinderella authorised service centre for assessment and this will be at your cost. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product. Scandinavian Eco Solutions will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.

#### 6/. Warranty Exclusions.

This section identifies what is excluded under this Warranty.

For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act or, the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this Warranty as additional warranties or conditions are excluded.

This warranty does not include on-site service call outs or freight cost and does not cover;

- Normal wear and tear;
- Misuse or abusive use of the Cinderella product, including physical abuse;
- Incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the Cinderella product);
- Improper installation;
- Incorrect or improper maintenance or failure to maintain the Cinderella product;
- Failure to clean or improper cleaning of the product;
- Incorrect voltage or non-authorised electrical connections;
- Damage caused by accidents (including fire, floods, hurricanes or acts of nature, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Scandinavian Eco Solutions' control;

- Repair, modification or other work carried out on the Cinderella product other than by Authorised Service Personnel
- Any corrosive damage caused which is due to higher than normal levels of acids in the waste products, related to medicinal products or dietary supplements.

# 7). Parts and Labour Warranty.

Unless specified, this Warranty covers the corresponding costs for parts and labour which may be required to repair the Cinderella product by Scandinavian Eco Solutions or its agents under this Warranty.

Welcome to the Cinderella Team.