

### CONSUMER GUARANTEE

1) If you ("customer") are a consumer under the Australian Consumer Law or other relevant legislation ('ACL'), Billi Australia Pty Ltd (ACN 624 954 829) ("Billi") products supplied come with guarantees that cannot be excluded under the ACL. To the extent the ACL applies, the customer is entitled to all rights provided for under the ACL.

### PRODUCT WARRANTY

2) Subject to both the Consumer Guarantee and the Warranty Exclusions detailed in this Product Warranty, if a defect in a product supplied by Billi and purchased by the customer from a reseller authorised by Billi ("Supplier") occurs (i) within 24 months of the date of purchase of the product (for residential customers), or (ii) within a period being the later of 24 months of the date of (a) purchase of the product, and (b) installation of the product - providing that the date of installation shall be deemed to have occurred no later than 12 months of the date of purchase of the product (for non-residential customers), upon Billi receiving a written claim (containing details of the product defect together with a receipt from the Supplier showing the date of purchase of the products and, in the case of non-residential customers, evidence of date of installation of the product, if relevant (or such other proof of purchase and date of installation as Billi may require) no later than 1 month after the expiry of the above stated relevant date, Billi shall, at its option:

- a) direct an accredited service provider to attend the customer's premises (provided that the premises are located within Australia) and repair the defect free of charge, noting that if the customer's premises are located more than 25 kilometres from one of Billi's accredited service providers locations the customer may be liable for any increased freight costs, fees, charges or levies Billi may incur as a result of fulfilling its obligations under this paragraph a) of this Product Warranty; or
- b) direct the customer to return the product to Billi so that Billi may provide a replacement product free of charge. If Billi elects to do so, Billi will meet necessary freight charges and the customer will be required to meet costs associated with the removal of the product and installation of the replacement product.

3) Any product replaced or repaired under this Product Warranty will be covered by the original product's remaining warranty period, or three months, whichever is the greater. If the product or any part thereof is replaced by Billi under this Product Warranty, all of the rights, title and interest in and to the replaced product or part shall vest in Billi upon it being replaced.

### WARRANTY EXCLUSIONS

- 4) Billi shall not be liable under this Product Warranty:
- a) unless the product was installed correctly and as per the installation instructions supplied with the product;
  - b) if the defect is contributed to or caused by any improper usage of the product or usage of the product for purposes other than that for which the product was designed or intended;
  - c) if the defect occurs as a result of any act of omission by the customer; or any person other than Billi;
  - d) if the product is subject to misuse, neglect, accident or abuse or the customer continues to use the product after the defect becomes apparent;
  - e) if the product is damaged as a result of contaminants in the water supply;
  - f) if the product is repaired, or any attempt to repair the product is made, by anyone other than a Billi authorised repairer acting at Billi's direction;
  - g) if the product is altered or modified in any way unless such modification has been approved in writing by Billi;
  - h) if the product's serial number or rating plate label has been removed or defaced;
  - i) for any additional costs arising from an inability to readily access the product;
  - j) if the product is damaged as a result of insect or vermin infestation;
  - k) for any damage or defect arising out of normal wear and tear of the product, or associated or caused by fire, vandalism, storm, earthquake, war, or any foreign matter entering the product; or
  - l) if damage or a defect arises due to the use of non-genuine Billi spare parts.

5) This Product Warranty is personal to the customer and shall not extend or apply to any subsequent purchaser, assignee or transferee of the product.

6) Notwithstanding anything to the contrary, filters are not covered by this (or any other) Product Warranty.

### LIMITATION OF LIABILITY

7) Subject to the Consumer Guarantee set out in this Product Warranty, and save for liability which cannot, or which can only to a limited extent, be lawfully excluded, all liability, including all conditions and warranties giving rise to liability, relating to the supply of the products by Billi is expressly excluded. Any such liability which cannot be lawfully excluded is limited, at Billi's option, to any one or more of the following:

- a) the replacement of the product or the supply of equivalent product;
- b) the repair of product
- c) the payment of the cost of replacing the product or of acquiring product; or
- d) the payment of the cost of having the product repaired.

### MAKING A WARRANTY CLAIM

8) If a customer may have a faulty product and it is covered by this Product Warranty, the customer should contact Billi at the earliest opportunity:

- a) by phone on 1800 812 321; or
- b) by email at [service@billi.com.au](mailto:service@billi.com.au)

**To assist us to process any future warranty claim you may have, kindly visit [www.billi.com.au/warranty-registration](http://www.billi.com.au/warranty-registration) to complete the product warranty registration form online.**

**Please ensure that a copy of the sales receipt is uploaded during the online Product Warranty Registration Process.**