

Warranty Terms & Conditions and Limitation of Liabilities

1.1. Statutory Guarantees:

1.1.1. All goods sold to the Customer come with guarantees that cannot be excluded under the Australian Consumer Law so that such guarantees (the "Statutory Guarantees") are given by Fifth Avenue Bathroom Furniture in respect of which:

(a) the Customer is entitled to a replacement or refund for a major failure and to compensation for any other reasonably foreseeable loss or damage; and

(b) the Customer is 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.

1.1.2. If the Customer believes the goods do not comply with the Statutory Guarantees, the Customer must contact Fifth Avenue Bathroom Furniture whereupon:

(a) the parties may make arrangements for the return of the goods;

(b) any returned goods must be accompanied by proof of purchase;

(c) if Fifth Avenue Bathroom Furniture agrees that the goods do not comply with the Statutory Guarantees:

(d) in all other respects, Fifth Avenue Bathroom Furniture will act in accordance with its obligations under the Australian Consumer Law.

1.1.3. No other guarantees or warranties apply to the goods sold to the Customer unless a further and additional warranty, in writing, is provided by Fifth Avenue Bathroom Furniture to the Customer.

1.2. Implied Warranties:

1.2.1. These Terms and Conditions do not exclude, or limit the application of any provision of any statute including any implied condition or warranty the exclusion of which would contravene any statute or clause any part of this clause to be void. To the extent permitted by law all conditions, warranties and undertakings are expressly excluded.

1.2.2. Fifth Avenue Bathroom Furniture's liability for breach of a non-excludable condition or warranty is limited at Fifth Avenue Bathroom Furniture's option, to any one of the following:

1.2.2.1. the replacement of the goods or the supply of equivalent goods;

1.2.2.2. the repair of the goods;

1.2.2.3. the payment of the cost of providing replacement goods or of acquiring equivalent goods; or

1.2.2.4. the payment of the cost of having the goods repairs.

1.2.3. Fifth Avenue Bathroom Furniture will not be liable for any direct loss or damages whatsoever, including consequential loss, loss of profits, loss of opportunity and/or loss of use.

1.3. Additional Warranties:

1.3.1. Fifth Avenue Bathroom Furniture offers the following additional warranties:

1.3.1.1. All Fifth Avenue Bathroom Furniture bathroom fittings and sanitary ware are covered by various periods of warranty from date of purchase. These warranties can be found on the webpage of that individual item. If the item has been discontinued and is no longer available on the website, please contact our Sales team at hello@fifthavenuebf.com.au.

1.3.1.2. Fifth Avenue Bathroom Furniture will undertake to repair or replace free of charge any faulty product due to defect in materials or workmanship associated with manufacture (within the warranty period).

1.3.1.3. Fifth Avenue Bathroom Furniture (or their nominated agency) reserve the right to assess, repair, replace or service any warranty claims as they see fit.

1.3.1.4. These additional warranties exclude any defect or injury caused by or resulting from misuse, abuse or neglect, accidental damage, improper installation, installation by an unlicensed tradesperson in the field of question, or other alterations or modifications which affect the reliability or performance of the unit not attributed to faulty manufacture.

1.3.1.5. Fifth Avenue Bathroom Furniture is not responsible for indirect or consequential loss or damage suffered in connection with any manufacturing faults in a product.

1.4. Generally:

1.4.1. In respect of any warranty application to the goods sold to the Customer, no claim by the Customer, whether for alleged damaged or defective goods, shortage or for any other cause whatsoever, will be recognised by Fifth Avenue Bathroom Furniture (and all such claims will be deemed absolutely waived by the Customer) unless notified in writing to and received by Fifth Avenue Bathroom Furniture within thirty (30) days after the date of delivery or collection as the case may be.

1.4.2. In the event that problems are encountered with installing Fifth Avenue Bathroom Furniture's products, and the Customer does not contact Fifth Avenue Bathroom Furniture for assistance or clarification at the time of encountering such problems, Fifth Avenue Bathroom Furniture will not be liable for any additional, ancillary or consequential loss, expenses or charges associated with installation.