

Nood Co Product Warranty

Sky High Renders Pty Ltd (Trading as Nood Co)
 ABN 31 166 430 173

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7 Year Basin Warranty Commencing from
 October 9th, 2023

All basins received from this date and forward will be eligible for the 7 year warranty. All basins purchased before this date will fall under the previous 2 year warranty, dated from the day the basin was received or delivered.

Introduction

Sky High Renders Pty Ltd (Trading as 'Nood Co'), ABN 31 166 430 173, or an authorised reseller of Sky High Renders Pty Ltd (Trading as 'Nood Co'), hereafter collectively referred to as the 'Seller', comply with the Australian Consumer Law (ACL). This means that the products you purchase are, inter alia, guaranteed to be of acceptable quality, fit for purpose, match the description provided, and meet any promises we make.

Definitions

In this Warranty Agreement, unless the context otherwise requires:

- (a) "Seller", "we", "our" or "us" means Sky High Renders Pty Ltd (Trading as 'Nood Co'), ABN 31 166 430 173, or an authorised reseller of Sky High Renders Pty Ltd (Trading as 'Nood Co').
- (b) "Buyer" or "you" means the person or company named in the Invoice, Order, or Quotation and, in the case of an individual, their executors, administrators, and assigns, and in the case of a company, its successors and assigns.
- (c) "Invoice" means the Invoice document issued by the Seller or authorised agent to the Buyer.
- (d) "Order" refers to the confirmed agreement between the Seller and the Buyer for the sale of goods, effective upon issuance of an order number or documented through an invoice.
- (e) "Residential" refers to normal residential domestic purposes including houses and residential apartments.
- (f) "Commercial" refers to all non-residential purposes including, without limitation, Hotels, Schools, Care homes, Hospitals, clubs, and Student accommodation.
- (g) "Wear and Tear" means normal product degradation from regular use, not covered by this warranty, including minor scuffs, scratches, or chips that don't impact structural integrity.

(h) "Structural Defect" means a flaw affecting the concrete basin's function or structure, covered by warranty if due to material or workmanship defects. This excludes natural characteristics such as, but not limited to, patina, colour variations, pinholes, or texture.

Scope of Warranty

This Warranty Agreement is between the Seller and you, the person, organisation, or entity purchasing products or related services from us, hereafter referred to as the 'Buyer'. The terms of this warranty apply to all sales made by the Seller to the Buyer.

The Seller warrants the following products to the original Buyer according to the periods specified in the below table, starting from the date of delivery. Under this warranty, our liability is limited to offering the following remedies:

- Repair of the structurally defective product or part,
- Replacement of the structurally defective product or part,
- Supply of an equivalent product or part (shipping not included).

These remedies will be offered only if we are satisfied that the loss or damage was due to a structural defect in the product or part, as detailed in the accompanying table. The exact remedy offered will be chosen by us at our discretion.

Item	Residential Warranty Period	Commercial Warranty Period
Surface Mount Concrete Basins, Wall Mount Concrete Basins, Freestanding Concrete Basins & Concrete Trays	7 year warranty covering the replacement for product or part from date of delivery.	2 year warranty covering the replacement for product or part from date of delivery.
Wall Brackets, Fixings & Assembly Point Screws	7 year warranty covering the replacement for product or part from date of delivery.	2 year warranty covering the replacement for product or part from date of delivery.
Bathtubs	2 year warranty covering the replacement for product or part from date of delivery.	2 year warranty covering the replacement for product or part from date of delivery.

Conditions of Sale

Acceptance of Terms: By placing an order, you (“the **Buyer**”) agree to follow the terms outlined in this Warranty and Sales Agreement, as well as any additional terms on the **Nood Co** website.

- **Confirmation of Purchase:** Your agreement with us (“the **Seller**”) becomes official when we issue you an order number.
- **Production and Shipping:** You acknowledge that you understand the details related to how long it takes to produce your items, how long they will be in transit, any extra shipping costs, and other relevant details. These details may be communicated to you either verbally or in writing.
- **Delivery of Bathtubs:** We deliver bathtubs to the curbside only. Moving and installing the bathtub safely is entirely your responsibility or that of your qualified tradespeople.
- **No Returns for Change of Mind:** All our products are made-to-order. Therefore, you can’t return or exchange items simply because you’ve changed your mind.
- **Nature of Natural Material:** When you place an order, you accept that our Concrete basins are handcrafted and made from natural materials. This means that each basin will have its own unique look, including variations in color, small surface holes (pinholing), and texture. These are not defects and won’t affect how well the product works.
- **Inspection of Goods:** After receiving your items, please inspect them immediately. If you find any discrepancies in the quality, quantity, or description of the products, you must notify us in writing at warranty@noodco.com.au within 48 hours of delivery. Please note that any items that arrive visibly smashed or broken but have not been inspected at the time of delivery will be the responsibility of the client.
- **Warranty Limitations:** The warranty is applicable only to the original **Buyer** and is non-transferable.
- **Warranty Start Date:** Your warranty starts on the delivery date of the product.
- **Our Right to Accept or Reject Orders:** We reserve the right to accept or reject your order for any reason, such as if the product isn’t available or if there’s an issue with payment validation.
- **Order Confirmation:** We will confirm your order by providing you with details like the order or invoice number, shipping and billing addresses, and a description of the products you’re purchasing.
- **Responsibility for Order Details:** You are responsible for verifying all order details, including product specifications and pricing, prior to making a deposit or full payment.
- **Handling of Bathtubs:** You acknowledge that the concrete bathtub is a very heavy item. The builder, plumber, or owner must take appropriate safety precautions when moving it.

- **Limitation of Liability:** To the extent the law permits, you acknowledge and agree that the **Seller** will not be liable to you, any user of our products or any third party:
 - › for any injury or illness suffered arising from or in any way connected to the installation or use of our products;
 - › for any failure by you to comply with any of your legal obligations under any health and safety legislation, any duty of care owed at law, or similar, including but not limited to a failure by you to take due care and precautions in relation to the installation or use of our products; and
 - › in respect of any direct, indirect, punitive, incidental, special, consequential losses or damages (including damages for loss of use, opportunity or profits).

Warranty Exclusions

Subject to any overriding obligations under the Australian Consumer Law (ACL), the following acts, omissions or events will render this warranty void:

Installation and Use

- **Unlicensed Installation:** Products not installed by a licensed tradesperson or in violation of the installation guidelines.
- **Non-Compliance with Standards:** Installation that does not conform to relevant National Standards, State Regulations, or accompanying installation instructions.
- **Incorrect Applications:** Use of products for unintended purposes.
- **Improper Installation Practices:** Problems originating from or during the installation, such as incorrect sealing or over-tightening of basin waste.
- **Defects by Third Parties:** Defects attributable to installation, modification, cleaning, or repair made by any party other than the manufacturer.

Care and Maintenance

- **Inadequate Care:** Goods not maintained in accordance with our Care Guide or that have been accidentally damaged.
- **Improper Cleaning:** Damage caused by using cleaning agents other than warm water, multi-purpose cleaner, and a clean cloth in accordance with our Care Guide.
- **Mishandling and Environmental Damage:** Mishandling, accident, fire, lightning, other hazards whether natural or man-made, or during shipment.
- **Improper Use:** Includes, but is not limited to, damage from mishandling, excessive heat, uneven weather exposure, and improper care and maintenance in accordance with our Care Guide.

Physical and Structural Damage

- **Impact Damage:** Chips or other excessive impact damage in the product.
- **Scratches:** The concrete and sealers are scratch-tolerant but not scratch-proof; scratches caused by natural use are not warranted.
- **Water Damage:** To sinks or any concrete surfaces due to scratching and natural wear and tear.
- **Thermal Shock:** Thermal shock occurs when a hot object is left on the concrete basin or tray for an extended period, causing the potential for damage. Please note that damage resulting from thermal shock is not covered under our warranty.
- **Excessive Pressure:** Damage caused by sitting, standing, or applying force considered outside of normal use.
- **Coating Failure:** The Nood Co Deep Seal System coating becomes void of warranty immediately if compromised by scratching, heat, chemicals, chipping, dropping, accidents, improper installation, or commercial/public use.
- **Extended Water Exposure:** Products filled with water and left for more than 8 hours.

Natural Variations

- **Colour and Texture Disclaimer:** Colours and textures may differ in photos. We recommend purchasing sample pieces to ensure the product meets your aesthetic criteria.
- **Character Over Time:** Your basin will naturally age, gaining unique characteristics that enhance its beauty. By purchasing our products, you acknowledge and accept these natural variations.

Bathtubs

- **Over-Tightening of Waste:** Cracks resulting from over-tightening the waste will void the warranty, along with any issues stemming from this action.
- **Handling and Installation Damage:** Any damage incurred during the moving, handling, or installation of the bathtub will void the warranty. This includes, but is not limited to, chipping, scratching, and issues arising from incorrect installation.
- **Curbside Delivery:** The **Seller** will deliver the bathtub to the curbside. The **Buyer** is solely responsible for safely moving and installing the bathtub from that point.
- **Pre-Installation Inspection:** Before moving the bathtub onto the site, inspect it for any defects or discrepancies in product description, quality, or quantity. Report any issues to the Seller in writing at warranty@noodco.com.au within 48 hours of delivery.

Documentation and Approvals

- **Proof of Purchase:** To make a warranty claim, you must provide a valid proof of purchase to our satisfaction, such as a copy of your invoice or order number. Failure to provide this will result in the warranty being void.

Lodging a Claim

If a product or part has failed to function as intended, you can lodge a warranty claim on our website.

Process

- **Processing Time:** Once you've lodged a claim on our website, our team will review the details and aim to get back to you within 3-5 business days.
- **Post-Claim Expectations:** After submitting your claim, you can expect an email from one of our team members, who will guide you through the next steps of the warranty process.
- **Required Documentation:** To successfully process your claim, you'll need to provide valid proof of purchase (such as a copy of your invoice or order number) along with relevant images or video demonstrating the issue.

Purchases Through Resellers

If you purchased your product through an authorised reseller, you have the option to either process your warranty claim through the reseller or initiate the claim directly via our website.