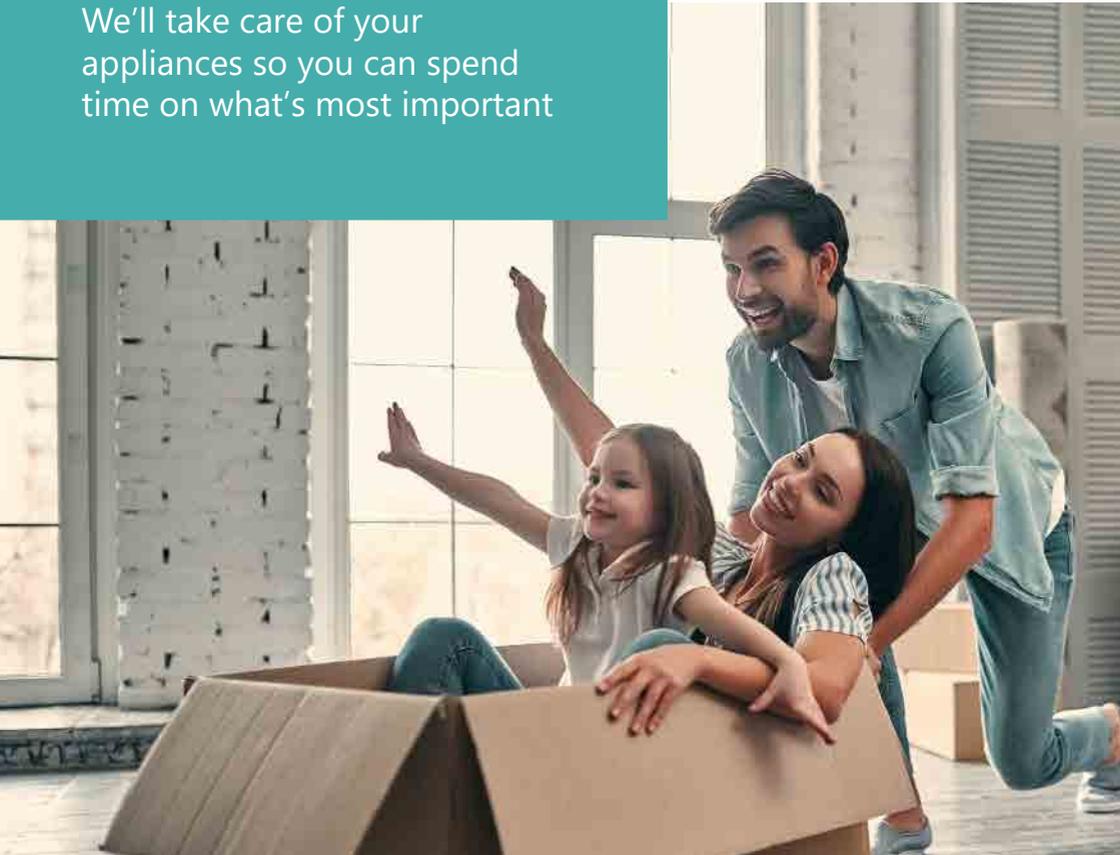




# Product Protection Plan

## Warranty Extension

We'll take care of your appliances so you can spend time on what's most important





The Product Protection Plan will allow you the peace of mind knowing you are protected for an extended period, and that this coverage will provide remedy in the event of product failures within these guidelines. The Product Protection Plan will allow you the convenience of having a repair and/or replacement process simplified to make the process as stress free as possible.

- Customer Relations Manager

This document sets out the Terms and Conditions of Fontaine Industries Product Protection Plan and clarifies the rights and benefits it provides in addition to your rights under the Australian Consumer Law ("ACL").

This Product Protection Plan is not a guarantee of performance or an insurance policy nor is Fontaine Industries an insurer.

The Product Protection Plan is an extended warranty provided by Fontaine Industries in relation to products sold by Fontaine Industries and are offered subject to these terms and conditions. Payment to you for the original cost of the product or a replacement of your product shall constitute fulfilment of Fontaine's Product Protection Plan.

## Your rights under the ACL

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The products supplied by Fontaine come with ACL guarantees that cannot be excluded.

The extended warranty offered by Fontaine's Product Protection Plan provides for benefits which are in addition to your other rights under the ACL.

The ACL provides certain automatic guarantees, for example, that the product must be free of defects, are safe, durable, acceptable in appearance and finish, and is fit for its intended purpose.

The ACL guarantees do not apply in certain circumstances, for example, if you simply changed your mind about a product, misused the product, and were made aware of faults before you purchased the product.

Under the ACL, your remedy will depend on the circumstances, for example, if the problem with the product is minor, you must accept a free repair instead of a replacement or refund, unless the business offers you a replacement or refund, or if the business fails to give you a free repair within a reasonable time. If the problem with the product is major, you have the right to ask for either a replacement or refund, and compensation for any reasonably foreseeable loss. Consumer guarantees have no set time limit however, the business is entitled to take into account; how much time has passed since the product was purchased, the length of time for which it is reasonable to use the product and the way you have used the product. Therefore, the actual duration applicable to the ACL guarantees varies depending on the circumstances.

A comparison of these ACL rights and remedies and the features provided by the Product Protection Plan is set out in section 17 of this document.

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### Definitions:

In this Product Protection Plan, some words have a special meaning (whether expressed in the singular or the plural) and we define them below as well as throughout the Product Protection Plan.

- 1.1 ‘Appliance’ means the appliance specified in the original purchase receipt and/or tax invoice;
- 1.2 ‘Customer Support Line’ means a call centre service operated by us which is accessible by calling 1300 884 081;
- 1.3 ‘Fontaine’ means Fontaine Industries Pty Ltd A.C.N 151 076 836 trading as Fontaine Industries and includes its successors and assigns.
- 1.4 ‘Manufacturer’s Warranty’ means the voluntary or express warranty for parts and labour provided by the manufacturer of the Appliance.
- 1.5 ‘Mechanical or Electrical Failure’ means a sudden and unforeseen breakdown of the Appliance arising from a mechanical or electrical fault excluding a gradual reduction of the operating performance of the Appliance and the items listed in Section 4 under the heading ‘Exclusions’;
- 1.6 ‘Original Purchase Price’ means the amount paid by you to purchase the Appliance, as recorded on the original purchase receipt and/or tax invoice for the Appliance;
- 1.7 ‘Product Protection Plan’ (also referred to as Fontaine Industries Product Protection Plan or Fontaine Protection Plan) means the Product Protection Plan applicable to the Appliance as detailed in these Product Protection Plan Terms and Conditions;
- 1.8 ‘Product Protection Plan Terms and Conditions’ means these terms and conditions governing the Fontaine Industries Product Protection Plan; on the original purchase receipt and/or tax invoice for your Appliance and your Product Protection Plan.
- 1.9 ‘You’(you), ‘Your’(your), or ‘Yours’(yours) means the person or persons named as the purchaser

# 1. Eligibility for the Product Protection Plan

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This Product Protection Plan is only available if the Appliance:

- is purchased new (subject to rights of transfer referred to in section 9 under the heading 'Transfer');
- included in the list of products covered by Fontaine's Product Protection Plan;
- is effectively functioning and is in good working order at the time of the Product Protection Plan purchase;
- is manufactured for use in Australia;
- at the time you originally purchase it, includes a Manufacturer's Warranty valid in Australia;
- is a domestic appliance, such as a piece of electrical equipment or major appliance, designed to be used by you, for domestic or personal purposes only;
- is registered by Fontaine to validate the extended warranty period provided in the Product Protection Plan; and
- is not used for business, commercial, industrial and educational use.

You must inform us if you move to a new house, would like to transfer ownership or dispose of the Appliance.

# 2. Period of cover of the Product Protection Plan

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The Product Protection Plan:

- is not available during the period of your Manufacturer's Warranty;
- is eligible upon payment of the cost of the Product Protection Plan;
- starts from the day your Manufacturer's Warranty expires;
- is valid for a period of 3 years over the relevant product warranty period unless the Appliance is unable to be repaired and is either replaced under this Plan or you elect to have the equivalent product replacement value paid out in store credit.

# 3. Inclusions

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This Product Protection Plan provides the peace of mind, certainty and convenience of having the whole repair process managed for you in respect of Mechanical or Electrical Failures detailed in your Product Protection Plan.

You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of the Product Protection Plan:

- Certainty as to the exact period of cover
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process
- Specified days for repair time guarantee

In addition, this Product Protection Plan includes the following benefits:

- if the Appliance breaks down as a result of a Mechanical or Electrical Failure covered by this Product Protection Plan, we will fix or replace the Appliance without you having to make an assessment of your rights under the ACL or making a claim on the supplier or the manufacturer;
- a dedicated Customer Protection Line;
- all repairs are carried out by approved repairers; and
- no proof of purchase required.

### 3.1 No "Lemon" Guarantee

If the same part in the Appliance requires repairing more than three (3) times as a result of Mechanical or Electrical Failure, the Appliance will be replaced at your request, notwithstanding section 5 under the heading 'Repair and Replacement Terms'.

#### 3.1.1 Repair Guarantee

If the repair of your Appliance is not completed within thirty (30) days from the date, we first inspect it, subject to you being available for any appointment reasonably proposed by our repair agent or the date we receive your Appliance (if it was couriered to our approved repairer), we will upon your request replace your Appliance in accordance with section 5 under the heading 'Repair and Replacement Terms'.

#### 3.1.2 Instant Replacements

If your Appliance purchased is under the value of \$100.00 and it is deemed faulty, we may at our sole discretion replace the Appliance without the need to send it to a repairer.

### 3.2 No limit on claim

Subject to the conditions in section 5 under the heading 'Repair and Replacement Terms', there is no limit on the number of claims which you may submit for your Appliance during the period of the Product Protection Plan. However, if your Appliance is replaced by Fontaine, then the Product Protection Plan will cease after such replacement is made.

## 4. Exclusions

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This Product Protection Plan does not cover:

1. a fault brought to your attention before you purchased the Appliance;
2. faults caused by:

- 2.1. negligence, accidental or deliberate misuse or unauthorised alterations;
- 2.2. failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
- 2.3. external sources, including electrical interference, power surges and voltage fluctuations;
- 2.4. infestations of vermin, pests or insects;
- 2.5. acts of God or man-made catastrophes;
- 2.6. water damage, rust or corrosion.
3. damage caused by accidents;
4. a gradual reduction (wear & tear) of the operating performance of the Appliance;
  - 4.1. damage caused by improper installation, in particular, if the product was not installed by a licensed plumber and/or electrician if required repairs to:
    - 5.1. cosmetic items, such as paint or finishing, which do not affect the operation of the Appliance;
    - 5.2. cost of replacement of any item or accessory, either external or internal that is intended to be replaceable, including cartridges, light bulbs, starters, filters, attachments, cables, plugs;
6. loss, damage or costs incurred as a result of:
  - 6.1. damage from any consumables, internal or external to the Appliance;
  - 6.2. using the Appliance for purposes other than those described in section 1 under the heading 'Eligibility for the Product Protection Plan';
  - 6.3. not being able to use the Appliance following Mechanical or Electrical Failure of the Appliance
7. transportation, installation or removal of the Appliance for replacement only;
8. loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
9. normal maintenance costs, cleaning, lubrication or external adjustments;
10. the Appliance if it is recalled by the manufacturer, importer or a government agency;
11. any claim against you by any third party for consequential loss including for personal injury or damage to property including furniture, floor coverings, walls, fixtures or any other consequential loss of any kind;
12. any claim by you for consequential loss including personal injury or damage to property including furniture, floor coverings, walls, fixtures or any other consequential loss of any kind; other than as expressly provided for in this Product Protection Plan;
13. costs incurred for the delivery and installation of a replacement appliance or extraction and disposal of an existing appliance if it is in your possession;
14. damages and/or Mechanical or Electrical Failure caused by faulty or incorrect installation;
15. labour charges for work you require outside our repairer's normal working hours, Monday to Friday, 9am – 5pm.

## 5. Repair and Replacement Terms

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In the event of a Mechanical or Electrical Failure of the Appliance, at our sole discretion, we will have our approved repairer carry out repairs to the Appliance and pay for the service call-out, parts and labour. If we decide the Appliance is unable to be repaired or if it is uneconomical to do so, we will replace the Appliance with an appliance of the same or similar technical specification.

If such equivalent specification is unavailable, we will pay to you what we would have paid for an appliance with the same or similar make and technical specification in store credit and such payment will not exceed the Original Purchase Price of your Appliance. If your Appliance is replaced, the cover under the Product Protection Plan will end immediately.

Where we have replaced the Appliance, you must pay the delivery and/or installation costs of the supplier. When we discuss the replacement with you, you will be notified of these costs.

When your Appliance has been replaced, you will be responsible, at your expense, for disposing of the original appliance if it remains in your possession. If the Appliance remains in our possession after a replacement has been given to you, it becomes our property.

## 6. Costs

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### 6.1 Cost of the Product Protection Plan

The cost of the Product Protection Plan will be notified to you at the time of sale. The cost will be specified in your original purchase receipt and/or tax invoice and will be specified for each Appliance eligible. Where we agree to provide cover to you under your Product Protection Plan, we do so subject to our receipt of your payment of the cost of the Product Protection Plan at the time of purchase.

### 6.2 Cost Relating to Claims

#### 6.2.1 Courier costs

If your Appliance covered by this Product Protection Plan requires repair and we request the Appliance to be sent to our repairer, we will pay for the cost to courier or freight the Appliance from your home to our approved repairer, and from our approved repairer back to your home.

#### 6.2.2 In-home repair for installed Items

For Appliances which are Larger Items, we will in most cases, arrange for repairs to be undertaken in your home if those repairs can be carried out effectively and safely (to be

determined at our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the Appliance to those premises are at our cost.

### 6.2.3 Repair costs – service call-out, parts and labour

In most cases, we will repair the Appliance using one of our approved repairers. They will invoice us directly, which will include the costs for the service call-out (during normal business hours), parts and labour. However, in rare circumstances we may not have an appropriate approved repairer, and may at our discretion agree that you nominate a repairer and pay the repairer yourself. We will reimburse you as soon as practicable after receiving a valid tax invoice.

## 7. Refusal of Claims

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We may refuse to pay a claim under your Product Protection Plan, or reduce the benefits available to you in respect of the claim, if in our reasonable opinion:

- you make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with the claim;
- an exclusion applies;
- you fail to comply with any of the terms of the Product Protection Plan,
- or otherwise in accordance with relevant laws or with our rights as set out in section 10 under the heading 'Cancellation of this Product Protection Plan'.

## 8. How to make a Claim

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Please call our Customer Support Line on 1300 884 081;

- to make a Product Protection Plan claim; or
- if you have any questions about your Product Protection Plan

If there is any other service agreement or an insurance policy (i.e. household insurance policy) under which you are entitled to claim, you must provide us with details of that service agreement or insurance policy at the time you make a claim under your Product Protection Plan.

## 9. Transfer

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This Product Protection Plan is for the benefit of you and anyone else we have agreed with you. No benefits will be given to anyone else unless it is transferred by contacting us. You can transfer your Product Protection Plan to a new owner of the Appliance at no cost to you. To organise the transfer, please call the Customer Support Line.

## 10. Cancellation of this Product Protection Plan

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You may cancel your Product Protection Plan at any time by notifying us.

If you choose to cancel your Product Protection Plan:

- during the Manufacturer's Warranty, we will provide you with a full refund of the fee you have paid for the Product Protection Plan, less any government taxes, levies, duties or charges we cannot recover;
- after the Product Protection Plan start date, there will be no refund of the fee you have paid for the Product Protection Plan.

If you want to cancel your Product Protection Plan, you must notify us by calling the Customer Support Line on 1300 884 081, by email via [support@fontaineind.com.au](mailto:support@fontaineind.com.au) or by writing to Fontaine Industries at 8-10 Conquest Way, Hallam, Victoria, 3803.

We have the right to cancel this Product Protection Plan if you commit a material breach of these Product Protection Plan Terms and Conditions, you have given any false information to us when submitting a claim or otherwise or for any other reason allowable by law. We will provide you with fourteen (14) days' prior written notice of the cancellation.

## 11. Privacy

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Fontaine Industries will manage its obligations under this Product Protection Plan and for this purpose, you consent to providing Fontaine Industries with your contact details and information about the Appliance.

We may disclose information about you to repairers and other suppliers (including to a person situated outside Australia, for the purpose of providing you with the services offered under this Product Protection Plan. We may also pass your details to any relevant regulator or dispute resolution provider.

You consent to all the uses and disclosures of your contact details and information described in the Fontaine Industries Privacy Policy which can be accessed at [www.fontaineind.com.au](http://www.fontaineind.com.au)

## 12. How can Fontaine Industries be contacted?

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Fontaine Industries can be contacted by calling 1300 884 081, by email at [support@fontaineind.com.au](mailto:support@fontaineind.com.au) or by mail to 8-10 Conquest Way, Hallam, Victoria, 3803.

## 13. Complaint resolution

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### 13.1 What should you do if you have a complaint?

If you are dissatisfied with any aspect of your Product Protection Plan or feel that it has failed to meet your expectations, we would appreciate hearing from you. We are committed to resolving complaints in a fair and efficient manner and view your feedback as a vital opportunity to improve our services, products and policies.

To ensure you have the best possible customer experience, please make sure that you:

- gather all your supporting documents and information relating to your complaint;
- think about any questions you need answered that will help us resolve the issue more efficiently, and contact us as soon as possible.

### 13.2 How can you lodge your complaint?

You can lodge your complaint or obtain an update by contacting the Customer Support Line via:

- Phone: 1300 884 081, Monday to Friday 9:00am – 5:00pm (AEST)
- Email: [support@fontaineind.com.au](mailto:support@fontaineind.com.au)
- Mail: 8-10 Conquest Way, Hallam, Victoria, 3803

### 13.3 How will we handle your complaint?

If we receive a complaint, we will send you an acknowledgement immediately or as soon as practicable. If the complaint has not been resolved within three (3) business days, we will let you know that the matter is under investigation and that we will revert to you within a further fifteen (15) business days. Where the complaint raises issues of substance or complexity we will contact you in order to ensure that your concerns have been fully understood.

When we next contact you within the further fifteen (15) business days, we will notify you of our decision regarding your complaint or if we require further time to consider the matter, we will let you know how much further time we need.

### 13.4 What if you are not satisfied with the handling or resolution of your complaint?

The Support Manager is responsible for dealing with all complaints made against Fontaine Industries and/or its representatives.

You should direct any complaint in writing to:  
Support Manager, Fontaine Industries 8-10 Conquest way, Hallam, Victoria, 3803.

## 14. Law and Jurisdiction

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This Product Protection Plan is subject to the laws of the State or Territory in Australia where it was issued.

## 15. Notices

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Any notice we give you will be in writing and will be effective from the earlier of the time of:

- delivery to you personally; or
- postage to your address last known to us.

It is important you tell us of any change of your address as soon as possible.

## 16. Comparison of ACL Remedies and Fontaine's Product Protection Plan

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The following information summarises a comparison of your rights and remedies under the ACL and the protections offered by this Product Protection Plan. Please note that the information below is a summary only and you must not rely on this summary as a substitute for obtaining legal advice on the ACL.

### 16.1 Am I protected if the product is defective?

#### *ACL rights and remedies*

Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against Mechanical or Electrical Failure resulting from a defect in the product.

#### *Rights and remedies under the Product Protection Plan*

Protection against Mechanical or Electrical Failure unless the claim is refused under section 7 of this document.

### 16.2 How long does the protection against defects last?

#### *ACL rights and remedies*

A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including the nature of the product, the price, the way it is used, and any statements or representations made about the product.

#### *Rights and remedies under the Product Protection Plan*

By obtaining the extended warranty under the Product Protection Plan, you have certainty as to the period of coverage and the remedy you will receive for which the Product

Protection Plan is offered.

### 16.3 What remedies are available if the product is defective?

#### *ACL rights and remedies*

Repair, refund, replacement and/or damages for consequential loss. The exact remedy will depend on the specific circumstances.

#### *Rights and remedies under the Product Protection Plan*

Repair (at our sole discretion) or replacement with an Appliance of the same or similar specifications if the Appliance is unable to be repaired or if a repair is uneconomical. If a replacement of the same or similar specifications is unavailable, we will provide store credit for the estimated cost to us of an appliance with the same or similar specifications which will not exceed the Original Purchase Price.

Courier costs associated with the repair are covered. For installed items, in-home repairs will be the most likely remedy in most cases.

Instant replacement if the Appliance is under \$100 (at our sole discretion) without the need to send it to a repairer.

No Lemon Guarantee – replacement at your request if the same part in the Appliance requires repairing more than three (3) times as a result of Mechanical or Electrical Failure.

You must pay the delivery and/or installation costs of the supplier in respect of the replacement appliance.

### 16.4 Who is obliged to provide the remedy for a defective product?

#### *ACL rights and remedies*

Supplier (if seeking a repair, refund or replacement or claiming damages). Manufacturer (if claiming damages).

#### *Rights and remedies under the Product Protection Plan*

Supplier via Fontaine Industries Customer Support Line on 1300 884 081.

### 16.5 Cost of coverage.

#### *ACL rights and remedies*

No cost.

#### *Rights and remedies under the Product Protection Plan*

The cost of the Product Protection Plan.

### 16.6 Is a Technical Assistance Helpline available to help with my product?

#### *ACL rights and remedies*

Not required under the ACL but some suppliers and manufacturers do provide a helpline.

*Rights and remedies under the Product Protection Plan*

Fontaine Industries provides technical support throughout the sales and aftersales process.

16.7 Is a loan product available whilst my product is being assessed?

*ACL rights and remedies*

No.

*Rights and remedies under the Product Protection Plan*

No.

16.8 Is there a guarantee that any repair will be carried out in a reasonable time?

*ACL rights and remedies*

The item must be repaired within a reasonable time or you are entitled to a replacement or refund.

*Rights and remedies under the Product Protection Plan*

Your Appliance will be replaced if the repair is not completed within 30 days from the date we first inspect it or, if the Appliance is couriered to us, the date of which we receive Your Appliance.

16.9 What happens if I receive a remedy for a defective product?

*ACL rights and remedies*

Any replacement product or repair will be covered for a reasonable period depending upon the circumstances in the same way described above under the heading "How long does the protection against defects last?"

*Rights and remedies under the Product Protection Plan*

Any repaired Appliance or refurbished replacement appliance continues to be covered. If you receive a new replacement appliance, the Product Protection Plan ends immediately.

## 17. Summary of Comparison ACL and Fontaine’s Product Protection Plan

Remedies & Rights	ACL	Product Protection Plan
Am I protected if the Product is defective?	Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against defects such as Mechanical or Electrical Failure.	Protection against Mechanical or Electrical Failure.
How long does the protection against defects last?	A reasonable period from the date of delivery of the goods. What is reasonable will depend on the circumstances including nature of the goods, the price, the way it is used and any statements or representations made about the goods.	The exact number of years shown in the Product Protection Plan.
What remedies are available if the Product is defective?	Repair, refund, replacement and/or damages for consequential loss. The exact remedy will depend on the specific circumstances.	Automatic repair or replacement if the Product is uneconomical to repair. If a replacement of the same or similar specifications is unavailable, we will provide store credit. Instant replacement if the Appliance is under \$100 (at our sole discretion) without the need to send it to a repairer. No Lemon Guarantee – replacement at your request if the same part in the Appliance requires repairing more than three (3) times as a result of Mechanical or Electrical Failure.
Who is obliged to provide the remedy for a defective Product?	Supplier (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).	Fontaine Industries.
Cost of coverage	No cost.	The cost of Fontaine’s Product Protection Plan.
Ongoing Technical Assistance	Not required by law.	Yes.
Is there a guarantee that any repair will be carried out in a reasonable time?	The Product must be repaired within a reasonable time or You are entitled to a replacement or a refund.	Your Appliance will be replaced if the repair is not completed within 30 days from the date we first inspect it or, if the Appliance is couriered to us, the date of which we receive Your Appliance.
What happens if I receive a remedy for a defective Product?	Any repaired or replacement Product continues to be covered for a reasonable time depending on the circumstances.	Any repaired Product continues to be covered. If you receive a new replacement appliance, the Product Protection Plan ends.







fontaine  
i n d u s t r i e s



## CALL

1300 884 081

## WEBSITE

[fontaineind.com.au/productprotection](http://fontaineind.com.au/productprotection)

## EMAIL

[support@fontaineind.com.au](mailto:support@fontaineind.com.au)