

## TRICO PRODUCTS PTY LTD ACN 004 387 937

Unit 1, 80 Fairbank Road, Clayton South VIC Australia 3169

Telephone: +61 3 9271 3288

Email: warranty@tricoproducts.com.au

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### OUR WARRANTY

The *Australian Consumer Law 2010* and the *New Zealand Consumer Guarantees Act 1993* as well as other laws in each of those jurisdictions guarantee certain consumer rights and give you other legal rights, in relation to the quality and fitness for purpose of our products sold in Australia and New Zealand respectively.

- 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.
- For products sold in New Zealand, these guarantees cannot be modified nor excluded by any contract except under section 43(2) of the *New Zealand Consumer Guarantees Act*.

Nothing in this warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the *Australian Consumer Law* the *New Zealand Consumer Guarantees Act* and other laws.

Subject to the exclusions, terms and conditions below, this warranty also explains different types of warranties and identifies a preferred approach to resolving warranty claims.

Details of our warranty terms are as follows:

#### What does our warranty cover?

Trico Products Pty Ltd (“**Trico**”) warrants that each of its products will perform in accordance with product information readily available product from time to time and is of acceptable quality.

For the purpose of this warranty, our products are those

1. manufactured or distributed by Trico; and are used in a normal domestic environment (not a commercial environment);
2. was sold by an authorised reseller or distributor (please contact us if you ascertain the status of a reseller or distributor);
3. was purchased either in Australia or New Zealand but exclude any sale by auction; and
4. warranty exclusions on page 3 do not apply.

#### How long is the warranty period?

If a product carries an expiry or “best before” date, the warranty period finishes on the next day after the expiry or “best before” date.

For all other products, the warranty period starts on the actual day of purchase as shown on the receipt for a period of 12 calendar months.

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### How to make a Claim on the warranty?

Two situations:

1. Where Trico's products carrying words similar to "**satisfaction guarantee**" or "**money back guarantee**".

Please take your receipt (or any forms of proof of purchase enabling identification of your purchase) and the unused portion of the product in original packaging to your place of purchase to have your purchase price refunded. In the event that your place of purchase refuses to refund you, please contact Trico immediately (see below for contact details).

2. For all other Trico products, a warranty claim is a 2-step process: warranty claim and claim assessment.

#### **Step 1: Warranty claim**

**Option 1:** If you purchased a product manufactured or distributed by Trico from an authorised reseller or distributor, at your own expense and within warranty period, you should

- return the unused portion of the product in its original packaging with your receipt (or any forms of proof of purchase) to the place of purchase; and
- you may be required to complete a warranty claim form prior to a refund being processed.

**Option 2:** In any other situations (for example, the authorised reseller or distributor ceased trading between the date of the purchase and the expiry of your warranty period), at your own expense, you should

- contact the *Trico Products Customer Service* on +61 3 9271 3288 and provide Trico with details of the claim on the warranty. At the end of this process, you will be given a claim number.
- then deliver the unused portion of the product in its original packaging and your proof of original purchase to Trico. Please ensure the product will be securely packed with the claim number clearly marked on the outside of the product packaging. Address your post to

Trico Products Pty Ltd  
C:\- Warranty Claims  
Unit 1, 80 Fairbank Road  
Clayton South VIC Australia 3169

Please note.

- Only products with a claim number clearly marked on the outside of the product packaging will be accepted as a valid claim for warranty by Trico.

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- The issue of a claim number and acceptance of returned products by Trico does not constitute acceptance by Trico of your claim on the warranty. This is only to enable us properly tracking and then assessing your warranty claim (see step 2 below).

### **Step 2: Warranty Assessment**

The authorised reseller or distributor or Trico will assess your warranty claim and, in Trico reasonable opinion,

- if the warranty applies, Trico will at its own option and cost (or authorise the retailer or other reseller from whom you originally purchased warranty the product to) provide you with the same or the closest similar product if the same product is no longer available; or refund the price you paid for the product; or
- if the warranty does not apply, you will be notified of our decision in writing and then you may elect to have the product returned to you freight collected or request Trico to dispose the product without returning it.

### **What are the exclusions from the Warranty?**

- Any and all warranties or conditions which are not guaranteed under the *Australian Competition and Consumer Act 2010*, the *Australian Competition and Consumer Regulations 2010*, or the *New Zealand Consumer Guarantees Act* (as applicable) and which are not expressly included in this warranty as additional warranties or conditions are excluded;
- This Warranty does not extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation;
- improperly application or installation or a failure to follow technical and other instructions / recommendations;
- non-compliance with Trico Products' care and maintenance recommendations;
- Trico Products' products which have been modified or repaired without the written authorisation of Trico Products; or
- Products which have been subject to accident, abuse, misuse, neglect or damage while your custody.

**Need more information?** Please contact us by email ([warranty@tricoproducts.com.au](mailto:warranty@tricoproducts.com.au)) any time or by telephone (+61 3 9271 3288) during normal business hours (AEST or AEDST, whichever applicable).