

Kindly read through these Terms & Conditions of Sale carefully as they will form an agreement on the supply of products and services to you. These Terms & Conditions of Sale apply to all sales made by Mercio (Unicasa Pty Ltd) to you or your customers whether the products and services are purchased in person or through our website www.mercio.com.au and we thank you for selecting us.

TERMS & CONDITIONS OF SALES

These Terms and Conditions (Terms), as amended or replaced from time to time and is bound only by these conditions. Any other conditions, warranties and representations (including any implied by law) are excluded and negated.

1.0 ORDER AND AVAILABILITY

- 1.1 When you have ordered a product from us by paying a deposit or by paying for the product in full, a binding agreement will come into existence between you and us.
- 1.2 If you wish to cancel your order, we ask that you advise us at least 3 business days before your scheduled delivery date and you will receive a full refund subject to these Terms and Conditions of Sale. Indent and special orders cannot be cancelled once placed and processed by Mercio Pty Ltd.
- 1.3 All stock availability as represented by our Sales Team is accurate according to our current stock levels, however, if, for any reason, we cannot supply a product you have ordered, we will let you know using the details provided by you to amend, cancel or place your order on backorder as agreed with you. If you choose to backorder, we will contact you to arrange for delivery once the product is available.
- 1.4 Mercio Pty Ltd reserves the right to make minor modifications without notice in specifications, designs or materials as it may deem necessary.

2.0 PRICE AND PAYMENT

- 2.1 The price of products are those contained in the Company's published price list, and include GST, and may be altered without notice.
- 2.2 Before credit application is approved, Customers' accounts are on cash basis.
- 2.3 For accounts on credit terms, payment of Customers accounts are strictly 30 days from date of invoice in which the goods were delivered. If payment is not received within the required due date, a finance charge of 1% per month on order value will be applied.
- 2.4 In the event of non-payment of any invoice due, Mercio Pty Ltd may enter upon the premises of the customer and recover the goods that have not been paid for. The customer will reimburse Mercio Pty Ltd for costs and disbursements incurred in pursuing the debt, including all legal costs and collection agency costs.
- 2.5 In the event that the customer is in breach of any obligation or debt, Mercio Pty Ltd may suspend or terminate the supply of products or services and any other commitments under these Terms and Conditions of Sale.

MERCIO

3.0 DELIVERY & COLLECTION OF PRODUCTS

- 3.1 We offer free delivery for most of our products within Sydney Metropolitan areas only on order value of \$500 & above excluding GST. If you are not eligible for free delivery, a minimum delivery fee of \$30 may apply depending on location and this will be charged to your account.
- 3.2 You can also collect the products directly from Mercio Pty Ltd Distribution Centre at REVESBY , NSW, thru prior arrangement with the sales staff servicing your account.
- 3.3 You may request a date for delivery and we will do our best to arrange delivery on that date. If we cannot deliver on your preferred day, we will contact you as soon as possible to arrange a suitable date. Delivery dates are estimates only and Uncasa Pty Ltd is not liable for any loss or damage for failure to deliver by the estimated delivery date.
- 3.4 If you need to change a delivery date or the delivery address, please contact our Customer Service Team at least 48 hours before the scheduled delivery date. If you are not available to take delivery on the agreed delivery date, you will be charged a storage and/or re-delivery fee.
- 3.5 Our Delivery Driver or appointed logistic company will require you to sign the delivery order as acceptance of you taking possession of your order.
- 3.6 Insurance of goods in transit is the responsibility of the buyer.
- 3.7 If you expressly request to leave your products outside the premises for collection, or to deliver the products to an unattended location, then this arrangement will be at your sole risk and it will be your responsibility to ensure the products are adequately insured.

4.0 DEFECTS

- 4.1 The customer is required to inspect the products on delivery and must notify us within 24 hours of any defects, shortage in quantity, damage or failure to conform with the description or order.
- 4.2 The customer must provide photo evidence of any alleged defects to enable Mercio Pty Ltd to inspect the products within a reasonable time following delivery if the customer believes the products are defective in anyway. If the customer fails to comply with these provisions, the products will be assumed free from any defect or damage.
- 4.3 For defective products, which we have agreed in writing that the customer is entitled to reject, Mercio Pty Ltd liability is limited to either replacing or repairing the products, or providing a refund for the purchase price of the products.

5.0 RETURNS

- 5.1 Returns products will only be accepted at sole discretion of Mercio Pty Ltd. Products are usually collected within 3 days and we will organise collection of the products at the costs specified below; and provided that: (a) Mercio Pty Ltd has agreed in writing to accept the return of the products; (b) The products are returned at the customers cost within 7 days of the delivery date or at a collection cost of \$50 or greater if delivery fee was more than \$50; (c) Where the products are returned in the condition in which they were delivered, i.e. boxed and unopened and with all packaging material, brochures and instruction materials; and (d) Mercio Pty Ltd will not be liable for products which have not been stored or used in a proper manner.

MERCIO

- 5.2 Where a repair is reasonably viable to enable the products to be restored to their original condition, the customer will be liable for the cost of this repair, however a refund for the original product may be given at the discretion of Mercio Pty Ltd.
- 5.3 Where a repair is not reasonably viable, then there will be no refund given to the customer and they remain liable for the full cost of the products.
- 5.4 Any refund for returned products will be made in the same manner as was used for the original purchase.
- 5.5 No returns will be accepted by Mercio Pty Ltd should an attempt have been made to install or use the products.

6.0 CANCELLATIONS

- 6.1 Mercio Pty Ltd may cancel any contract to which these terms and conditions apply, or cancel delivery of products at any time, by giving written notice to the customer. On giving notice of cancellation, we will repay the customer any sums paid. .
- 6.2 If you cancel delivery of products, you will be liable for any loss incurred by us up to the time of cancellation.

7.0 WARRANTY

- 7.1 Mercio Pty Ltd offers warranty terms that extend the basic requirements. Different product types carry different warranty periods and conditions. This warranty guide is for the products used in domestic residential building. For commercial warranty terms, please contact your sales representative.
- 7.2 Warranty Guide of Rubine & Mercio products.

Products	Warranty Guide
Toilet Suites & all vitreous china cisterns and pans	10 year product replacement 1 year parts and labour
Toilet seat cover	1 year product or parts replacement
Water inlet and outlet valve	2 year product replacement
Components	1 year product or parts replacement
In-wall cistern	5 year product replacement 1 year parts and labour
Vitreous China basin / Vanity top	7 year product replacement 1 year parts and labour

MERCIO

Products	Warranty Guide
Acrylic bathtub	10 year product replacement 1 year parts and labour
Solid surface bathtub	10 year product replacement 1 year parts and labour
Bathtub Components	1 year product or parts replacement

Products	Warranty Guide
Vanity Cabinet	5 year product replacement 1 year parts and labour
Side & Mirrored Cabinet	3 year product replacement 1 year parts and labour
Plain Mirrors	1 year product replacement
Polymarble and stone vanity top	7 year product replacement
Vanity Components	1 year product or parts replacement

Products	Warranty Guide
Handmade sink	7 year product replacement 1 year parts and labour
Pressed sink	3 year product replacement 1 year parts and labour
Laundry sink & cabinet	3 year product replacement 1 year parts and labour
Sink accessories	1 year product or parts replacement

Products	Warranty Guide
Tapware range	7 year on ceramic cartridge 3 year on product replacement 1 year parts and labour
Bathroom accessories	5 year product replacement 1 year parts and labour
Hand shower and Head shower	3 year product replacement 1 year parts and labour
Shower rails and arm	3 year product replacement 1 year parts and labour
Bath spout	3 year product replacement 1 year parts and labour
Shower screen	2 year product replacement 1 year parts and labour
Shower accessories & parts	1 year product replacement or parts

MERCIO

- 7.3 The benefits presented by this warranty are in addition to any other rights and remedies you may have under a law in relation to the goods to which the warranty relates. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- 7.4 Mercio Pty Ltd will not accept claims against this Warranty where the following conditions are found to exist: (a) Plumbing installations have not been carried out by a licensed plumber, and/or are not in accordance with the Plumbing Code of Australia AS3500 and ABCB guidelines; (b) The goods have been installed by a licensed Plumber but not correctly Installed; (c) The goods have been installed correctly by a licensed Plumber, however subsequent repairs, modifications and/ or adjustments to the goods after installation have not been carried out by a licensed plumber; (d) Claims against faulty cistern valves, and seals will be rejected where after-market sanitising additives have been introduced into the toilet cistern tank, rather than to the toilet bowl; (e) Claims for visual defects to product surfaces may be rejected where harsh cleaning or scouring products have been used; (f) Claims against vitreous china product faulty dimensions or glazing imperfections (that are permitted within AS1976 - Vitreous China used in Sanitary Applications). It is permitted that vitreous china products will vary up to +/- 5mm on any surface and be acceptable products due to the unique conditions of the product's manufacturing process; (g) The brand name, rating plate or the serial number has been removed, or any other details on the products have been removed or rendered illegible; (h) The product has been subjected to misuse, abuse accident or lack of care; (i) Damage is caused by a foreign object put into the product or by reason of its use for purposes other than that for which it was delivered; (j) The repair has been made or attempted by the purchaser; (k) Fair wear and tear, any accident or act of God; (l) Unable to produce proof of purchase of the goods including the date of purchase and where the goods have been installed.
- 7.5 If a product needs to be replaced within the warranty purchase period, the new product to be installed will continue the warranty based on the original invoice date only.
- 7.6 Mercio Pty Ltd accepts no liability pursuant to this warranty for any costs or consequential damage or economic loss whether direct or indirect, to any person or property, arising from breakdown or failure of these products or any part thereof, and no responsibility is to be implied or accepted over and above the replacement value of the products.
- 7.7 A call out fee of \$150 plus G.S.T will be incurred for a service call that has been made where:
(a) The service call has been registered, and the customer was not present at the agreed address; (b) The products were not installed as per manufacturer guidelines; (c) The products have been tampered or obstructed with in any way to hide a malfunction or a deliberate act; (d) There is no fault to be found in the products to be inspected.
- 7.8 Some claims may include a claim for rectification of water damage to surrounding areas as a result of leaking from a product. Such claims will require a site-call by Mercio Pty Ltd representative who will evaluate the claim. A further inspection by an insurance representative may also be required before a claim can be determined.
- 7.9 This warranty is given by Mercio Pty Ltd and no other person or organisation is authorised to vary its provisions and conditions.

Note: It is the installer/consumers responsibility to ensure:

1. The product has all its components.
2. Product is not damaged before installation.
3. They are happy with their purchase.
4. Required maintenance is performed.