

Terms of Warranty



Terms & Conditions

1. Eco Benchtops gives the following Warranty to its customers in respect of the slab, subject to the terms and conditions set out below.
2. Subject to clause 3, Eco Benchtops warrants that the slab will remain free from defects arising from the manufacture of the slab for a period of 10 years from the date of installation of the product.
3. **What is not included in the warranty**
 - i. The Warranty does **not** cover any defect in, or damage to, the Product arising from any work done by any person other than by Eco Benchtops or its approved agents;
 - ii. The warranty covers any defects in the manufacture of the original slabs. The subsequent fabrication, application and workmanship is not covered under this warranty.
 - iii. The Warranty **does not** cover any defect in, or damage to, the Product which results from it being used for flooring or swimming pools or any other application involving exposure of the Slab to ultraviolet radiation, chemicals, flames or excessive heat;
 - iv. The Warranty **does not** cover any defect in, or damage to, the Product which results from not being cleaned in accordance with the Eco Benchtops Care and Maintenance Guide;
 - v. Eco Benchtops Slabs are manufactured from recycled glass, each slab is unique and variations of Patterns may vary depending on each slab as it is individually handcrafted giving unique characteristics. The composition of recycled glass particles used in the products may sometimes have a slight variation in thickness and variation of colour, produce patterns such as crazing in the grains, blotches, dimples, coloured particles and sparkles and not covered under Warranty.
 - vi. the Warranty **does not** cover any defect in, or damage to, the Product which results from mishandling or misuse;
 - vii. The Warranty **does not** cover any defect in, or damage to, the Product which results from placing hot items including, but not limited to, hot pans, electric frying pans or oven trays directly on the Slab;
 - x. The Warranty **does not** cover any defect in, or damage to, the Product which results from the use of products which contain trichlorethane or methylene chloride (such as paint removers or stripper) or cleaning agents which have high alkaline/pH levels.
 - xi. The warranty **does not** cover any irregularity in the slab that existed in the material prior to fabricating and installation and were present in the final installed product. This is a fabrication issue.
 - x. Cracks in the material are not a material fault; cracking is the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops without adequate support.
 - xii. May also result in a crack. Any crack emanating from a sink cut-out, cook top cut-out or “L” shaped cut-out is also not covered under this warranty, these are not caused by any fault in the material. Chipping is not a material fault, it is normally the direct result of an impact to the edge of the countertops surface, as such it is not covered by warranty. The Product is a very hard material and highly scratch resistant however it is not scratch proof and this Warranty does not apply to scratches which appear on the Product where proper care has not been exercised;
 - xii. The warranty is applicable to the original purchaser of the materials and is not transferable to subsequent owners.

- xiii. The warranty **excludes** material that has been moved from their original place of installation.
- xiv. Fireplaces vary in design and construction and in the amount of heat output; Eco Benchtops does not warrant material that has been damaged when used in this type of installation.
- xv. The warranty **does not** apply if the material is not installed by a qualified, licensed stonemason.

3. Cleaning Requirements

Please refer to the full Eco Benchtops Care & Maintenance recommendations.

4. Time for Claim

Under the Warranty You must file a claim under this Warranty within twenty eight (28) days after the occurrence of an event which gives rise to a claim pursuant to the Warranty, by notice in writing received by Eco Benchtops at 4 Broadfield Road, Broadmeadows Vic 3047 or email at info@ecobenchtops.com.au

5. Statutory Rights

- i. These terms and conditions do not affect your statutory rights.
- ii. The limitations on the Warranty set out in this document do not exclude or limit the application of the mandatory conditions and warranties implied by the Trade Practices Act 1974 or any other provision in that Act, the Consumer Guarantees Act, or any other equivalent or corresponding legislation in the relevant jurisdiction where to do so would:
 - (a) contravene the law of the relevant jurisdiction;
 - (b) cause any part of the warranty to be void.
- iii. Subject to paragraph 6 (ii), Eco Benchtops excludes consequential loss of any kind (including, without limitation, loss of use of the Product) and (other than expressly provided for in these terms and conditions) all terms, conditions and warranties implied by custom, the general law or statute.
 - (iv) Subject to paragraph 6 (ii), Eco Benchtops's liability to you for a breach of any express term, condition or warranty is limited at the option of Eco Benchtops to replacing the product.

6. Privacy

In order to provide the Warranty to you, Eco Benchtops requires the information that it requests from you when you purchase the Product and when you make a Warranty claim. For that purpose, it may be necessary to give that information, including information which identifies you personally, to other companies.