

Warranty



Modern National

Warranty

1. WARRANTY EXCLUSIONS

- Normal & fair wear and tear, misuse, abuse or mishap.
- Exposure to excessive moisture derived from lack of ventilation.
- Inability to provide proof of purchase.
- Products used for incorrect application.
- Products not installed by a licensed trades person, failure to follow installation instructions or damage which arise from or during installation.
- Products not installed to relevant National standards, State regulations or in accordance with the installation instructions.
- Products exposed to extreme, unusual or outdoor environmental elements.
- Tapware exposed to water pressures and/or temperatures that exceed stated limitations.
- Scratches or damage caused by applying physical and/or abrasive contact directly to the product.
- Isolation stop taps were not fitted where required.
- Fitting of other devices to the outlet of tapware e.g. water.
- Flow regulated check valves are not installed where required.
- Services repairs or with non-standard replacement parts previously undertaken without the seller's approval.
- Damage by adhesives, sealants, corrosives etc; or failure to comply with care and maintenance instructions.
- Failure to clean and/or replace outlet aerator inserts within 18 months.
- Repair or replacement of jumper valves, o-rings, washers or aerator inserts.

Please note that once display products are mounted onto a wall or onto it's respective board, the item is not resalable.

2. PARTS ONLY WARRANTY

Where a warranty is covered under "Parts Only", the warranty covers the repair and placement of the defective parts including handles, aerators, buttons, dress rings, hinges, clips, rods & washers.

3. WATER PRESSURE

MAXIMUM Temperature: 75

Pressure: 1,000kPa

MINIMUM Temperature: 3

Pressure: 150kPa

(300kPa for Diverter Mixers)

Note: AS/NSZ 3500. 1-2003 (Clause 3.3.4) specifies 5000 kPa maximum water supply pressure at any outlet within a building for new installations.

Inability of use when installed in gravity-fed water systems, instantaneous hot water systems or when the pressure supply is less than 150kPa.

4. HOW TO MAKE A CLAIM

In order to make a claim under warranty, consumers can do so by contacting: service@modernnational.com.au or (02) 4647 8461 and our service department will respond within 72 hours.

Alternatively, you can fill out a claims form on our website.

To make a warranty claim, a consumer must:

- Lodge the claim as soon as they become aware of the issue.
- Provide relevant purchase information; including a receipt of purchase or PO number.
- If the product was installed in a new home, hand over or equivalent documentation must be provided.
- Provide details to support warranty claim including images and/or videos.

5. WARRANTY CLAIMS & SERVICES

When a warranty claim is put forward, our service department will be in contact within 48 hours. If the claim is suitable, one of the following actions will take place:

- Repair the relevant part of the product or,
- Replace the relevant product with a product of identical specifications (If a product is no longer in stock or discontinued, a product of close specification will be supplied as a replacement).

Each claim is treated individually, and an outcome will be decided upon all evidence of a claim put forward. In cases where a product is to be replaced or serviced. Modern National works closely with T2 services to quickly resolve the claim and provide a positive outcome.

6. COST OF WARRANTY CLAIM

Should a warranty claim be made and in the opinion of Modern National's authorised service agents that the issue is found to be:

- Due to incorrect installation by a non-authorised plumber.
- Tapware or items have been installed using/or in conjunction with other manufacturer's products.

Modern National reserves the right to charge a service fee for each service station attending the premises where the item is installed. Any work undertaken prior to making a claim or without an inspection by an authorised service agent without Modern National's written approval will not be covered in the warranty costs.

PREMIUM TAPWARE RANGES

Range	Period (Years)	Description
Mixers	Lifetime/1	Lifetime Product or Parts Replacement - 1 Year Labour
Tapware		
Showers		
Spouts		

TAPWARE RANGES

Range	Period (Years)	Description
Mixers	15/1	15 Year Product or Parts Replacement - 1 Year Labour
Tapware		
Showers		
Spouts		

SINKS & LAUNDRY

Range	Period (Years)	Description
Handmade Sink	15/1	15 Year Product & Parts Replacement - 1 Year Labour
Granite Sink		
Laundry Sink		
Laundry Cabinet		
Accessories & Spare Parts	1	1 Year Product Replacement

ACCESSORIES

Range	Period (Years)	Description
Accessories	15	15 Year Product Replacement

HEATED TOWEL RAILS

Range	Period (Years)	Description
Heated Towel Rails	15/1	15 Year Rail Replacement - 1 Year Transformer

While all licensed Modern National products are manufactured to the highest standard, Modern National offers varying extended warranty periods from the date of purchase or handover in accordance to the guarantees provided under Schedule 2 of the Competition and Consumer Act 2010 (Australian Consumer Law). Modern National provides additional peace of mind to ensure products are free from all defects in materials and workmanship subject to the warranty exclusions.

Returns Policy

You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the goods repaired if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This policy is in addition to your legal rights under the Australian Consumer Law (ACL).

1. Process for Returning Products

For all returns, please note that all returns, refunds, exchanges or repair requests must be accompanied with any of the following Proof of Purchase documents:

With Proof of Purchase

Your tax invoice, docket or receipt you received with the product you purchased at point of sale are accepted as Proof of Purchase documents. Photocopies of these documents will also be accepted.

Without Proof of Purchase

If we cannot be satisfied that you purchased the product from Modern National, we are entitled to elect whether or not to accept your product for return or refund under Australian law. Return of goods due to incorrect or change of mind orders will incur a 20% restocking fee.

2. No Change of Mind Returns

Please choose carefully as returns for change of mind or incorrectly ordered products will incur a 20% restocking fee. Returns that have been delivered after 90 days will not be accepted. Return of goods to Modern National due to incorrectly ordered products or change of mind is the responsibility of the purchaser at their expense.

3. Product Repairs and Service Under Warranty

Where you wish to have your product repaired or serviced in circumstances where the product has not suffered a failure would amount to a breach of one of the consumer guarantees under the Australian Consumer Law, only if the products are not suffered under the following circumstances:

- Improper functioning of product due to incorrect installation.
- Damage due to incorrect installation.
- Damage due to accident.
- Damage due to secondary transit or handling.
- Improper care and cleaning.
- Alterations to original product.
- Inappropriate use and/or abuse of item.

We provide supportive after sales and service or replacement of any product which, as a man-made item, may develop a production issue with the material component. However, the function and installation of the product is the responsibility of a licensed plumber. It is the responsibility of the licensed installer to inspect for damage prior to installation.

You may be asked to provide evidence that the product was installed by a qualified plumber. All Modern National tapware, sinks and bathware are to be installed by a professional adhering to the installation guide. Proof of purchase is required for all warranty claims.

If you have a functional problem with your product(s), which is not related to the material and product you should contact the licensed installer in the first instance. If your installer fails to return and you still require on-site attendance for minor adjustments or to check the product, a service fee might apply.

4. Contact Us

For further information on anything contained within this price list, please contact us directly via the details below:

Head office Unit 2/61 Smeaton Grange Road, Smeaton Grange NSW 2567

Email: marketing@modernnational.com.au/admin@modernnational.com.au

Phone: (02) 4647 8461

Website: modernnational.com.au

Maintenance & Care Instructions

In order to maintain a brilliant surface for all Modern National products, please follow the instructions below:

- DO NOT use harsh chemicals, detergents or citrus based cleaners.
- DO NOT use acetones or silicones to install them.
- DO NOT use harsh excessive pressures when cleaning.
- ONLY use a soft cloth to remove surface dust when the object is dry. Alternatively, use warm soapy water to clean the surface.

Delivery Information

As of the 1st June 2021, Modern National will no longer provide job site and/or residential address deliveries. Any orders processed from this date will only be delivered to client showrooms and/or warehouses.

If you decide to send your Modern National order to an alternative address, you must book this yourself and send the courier details to the Modern National administration staff. Alternatively, Modern National can book collections on behalf of clients using chosen couriers, however Modern National will not cover any losses, damages or be held liable for misplaced products.

Limited Warranty

Please inspect your goods carefully before installation as no claims for broken or damaged goods will be accepted after 7 days of proof of delivery.

Returns of goods to Modern National due to incorrect or cancelled orders is the responsibility of the purchaser at their expense. Modern National can book collections on behalf of clients using chosen couriers, however Modern National will not cover any losses, damages or be held liable for misplaced products.

Terms of Service

Overview

This website is operated by Modern National. Throughout the site, the terms “we”, “us” and “our” refer to Modern National. Modern National offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Astra Digital. They provide us with the online e-commerce platform that allows us to sell our products and Services to you.

Section 1 – Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 – Modifications to the Service And Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 5 – Products or Services

Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities and are subject to return or exchange only according to our Return Policy. To view our Return Policy, please visit [\[LINK TO RETURN POLICY\]](#)

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Section 6 – Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

Section 7 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

Section 8 – Third-Party Links

Certain content, products and Services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 9 – User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 10 – Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, please see [\[LINK TO PRIVACY POLICY\]](#)

Section 11 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and Services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Modern National, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 14 – Indemnification

You agree to indemnify, defend and hold harmless Modern National and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 15 – Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 16 – Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 17 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 18 – Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.

Section 19 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.



Modern National

Contact:

Ph: (02) 4647 8461

Email: admin@modernnational.com.au

Website: www.modernnational.com.au

Head Office:

2/61 Smeaton Grange Rd
Smeaton Grange NSW 2567

Find Us On:



Please be advised that Modern National reserves the right to amend specifications shown in this price list or delete products from their range without prior notice.

modernnational.com.au

