5 YEAR WARRANTY

Waterford Trading Australia Pty Ltd

WARRANTY

aquaBUBBLER Drinking Fountains

[V2.0 effective 4/8/2026]

1. YOUR RIGHTS UNDER AUSTRALIAN CONSUMER LAW

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.

The benefits provided to you by this warranty are in addition to other rights and remedies you may have under the Australian Consumer Law and any other applicable law.

For New Zealand customers: nothing in this warranty limits any rights or remedies you have under the New Zealand Consumer Guarantees Act 1993.

2. STANDARD FIVE-YEAR WARRANTY

Waterford Trading Australia Pty Ltd ("the manufacturer") warrants all aquaBUBBLER drinking fountains sold under this warranty, except those expressly excluded below, for five years from the date of shipment. The manufacturer guarantees the aquaBUBBLER drinking fountains at the time of shipment to be of good materials and workmanship, and to be free of defects which would render them unserviceable or unfit for their ordinary recommended use.

3. WHO THIS WARRANTY PROTECTS

This warranty extends to:

(a) the original purchaser of the aquaBUBBLER drinking fountain (typically a plumbing merchant, installer, or contractor); and

(b) the owner or operator of the property at which the aquaBUBBLER drinking fountain is installed (such as a school, local council, healthcare facility, or commercial premises), where the aquaBUBBLER was purchased for installation at that identified property.

The warranty is transferable along the supply chain from (a) to (b) on the condition that the aquaBUBBLER remains installed at its original location. The warranty cannot be enforced by any person to whom the aquaBUBBLER is transferred after installation if it has been removed from its original location.

4. ADMINISTRATION FOR NEW ZEALAND CUSTOMERS

aquaBUBBLER drinking fountains sold in New Zealand are warranted by Waterford Trading Australia Pty Ltd. All warranty claims, including those for units installed in New Zealand, are administered from the manufacturer's Australian office. New Zealand customers may lodge claims using the same procedure set out in clause 7 below.

5. MATTERS EXCLUDED FROM THIS WARRANTY

The following are not covered by this warranty, to the extent permitted by law (this warranty does not exclude or override any guarantees, conditions or warranties implied by the Australian Consumer Law or the New Zealand Consumer Guarantees Act that cannot lawfully be excluded):

1. Any damage or injury resulting from installation, including installation by a person who is not a licensed plumber.
2. Any damage or injury resulting from non-adherence to the relevant installation guide.
3. Any issues arising from non-compliance with AS/NZS 3500.1 and AS/NZS 3500.2.
4. Natural variations in colour finish (these are not considered defects).
5. Natural variations in the polyethylene body (these are not considered defects).
6. Damage or impaired function caused by:
   (A) high concentrations of particulate matter in the water supply causing blockages or affecting flow;
   (B) dramatic fluctuations in the water supply.
7. Problems arising from chiller units (these are covered by the chiller manufacturer's separate warranty).
8. Problems resulting from freezing in freestanding units, where Anti-Freeze Valves were not installed.
9. Damage caused by vandalism, deliberate misuse, accidents, or actions outside the ordinary recommended use of the aquaBUBBLER drinking fountain.
10. Consumable parts subject to wear and tear with use, including but not limited to bubbler heads, push-button mechanisms, tap valves, aerators and filters. Replacement consumables are available for purchase from aquaBUBBLER.

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6. WHAT THE MANUFACTURER WILL DO TO HONOUR THIS WARRANTY

If a warranted aquaBUBBLER drinking fountain is found to contain a defect as defined above, the manufacturer will, at no cost to the consumer, either repair the aquaBUBBLER or supply a replacement aquaBUBBLER. The manufacturer will perform its obligations under this warranty within 30 days after a valid claim is lodged.

Where the failure amounts to a "major failure" as defined by the Australian Consumer Law, the consumer's statutory rights (including the right to choose between repair, replacement, or refund) apply and are not affected by this clause.

All expenses of claiming under this warranty (including freight, inspection, parts, and labour) are borne by the manufacturer, provided the claim is lodged through the procedure set out in clause 7 below.

7. HOW TO LODGE A WARRANTY CLAIM

All warranty claims should be lodged with aquaBUBBLER directly.

Step 1: Submit your claim by email to info@aquabubbler.com.au with the aquaBUBBLER model and serial number, the date of shipment and date of installation, photographs of the defect (mandatory), the installer's name and licence number, and a description of the issue.

Step 2: You will receive a Claim Reference Number by email within 24 hours. All further correspondence should quote this number.

Step 3: aquaBUBBLER will triage your claim within 48 business hours and confirm next steps.

Claims may also be lodged by post using the manufacturer's contact details at clause 10 below.

8. TIME LIMITS FOR LODGING A CLAIM

(a) For defects reasonably discoverable on inspection of the aquaBUBBLER before installation: written notice must be lodged within 30 days of receipt of shipment, and prior to installation.

(b) For defects discovered after installation: written notice must be lodged within 30 days of the defect being discovered, and in any event within the five-year warranty period commencing on the date of shipment.

Nothing in this clause limits any rights you have under the Australian Consumer Law or the New Zealand Consumer Guarantees Act to lodge a claim within a reasonable time after a failure becomes apparent.

9. UNAUTHORISED REPAIRS

The manufacturer will not be liable for any costs where an aquaBUBBLER drinking fountain has been repaired or replaced without the manufacturer's prior written consent.

10. CONTACT DETAILS

Waterford Trading Australia Pty Ltd
ABN: 38 118 010 370
Business address: Factory 4, 247 Ingles Street,
Port Melbourne, VIC 3207, Australia
au: 1300 213 774 | nz: 0800 213 774
info@aquabubbler.com.au | www.aquabubbler.com

11. LIMITATION OF LIABILITY

To the extent permitted by law, and subject always to the Australian Consumer Law and the New Zealand Consumer Guarantees Act, the manufacturer's liability under this warranty is limited to the repair or replacement of the defective aquaBUBBLER drinking fountain. The manufacturer is not liable for consequential, indirect, or incidental damages, or for any amount in excess of its price for the shipment involved, whether the claim is for breach of warranty or negligence.