

TERMS AND CONDITIONS

Effective Date: 13 May 2025

Version: 1.0

1. Introduction

Welcome to the website of **ECOASH Limited** ("ECOASH", "we", "our", or "us"). These Terms and Conditions ("Agreement") govern your use of our website and the rental of our products, including the **Cinderella Incineration Toilet** ("Toilet"). By accessing our website or entering into a rental agreement with us, you agree to comply with and be bound by these terms.

2. Claims, Warranty, and Refunds

2.1 Activate your Warranty

To activate your warranty, go to www.ecoash.co.nz via our warranty registration form. For the warranty to be valid the following needs to be completed:

- All required photos are to be sent to us via the warranty registration form prior to use /Or for us to hold an accepted copy.
- Any changes requested from Ecoash are to be completed before the warranty is valid. Any photos of the changes or correction of the installation are to be sent to warranty@ecoash.co.nz.

2.2 Warranty Coverage

- **Residential Use Warranty:** ECOASH provides a **3-year warranty** for residential use on the Cinderella Incineration Toilet. This warranty covers defects in materials or workmanship under normal conditions of use.
- **Commercial Use Warranty:** For commercial and industrial applications, a **limited 1-year warranty** applies. Examples of commercial use include but are not limited to **Airbnb, resort settings, rental units, mining, construction, and forestry**. Warranty is not transferable.

2.3 Warranty Exclusions

The warranty does not cover:

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- Damage from improper use, installation, or environmental factors.
- Normal wear and tear.
- Unauthorised repairs or modifications.
- Use of non-original Cinderella parts.
- Accidental damage from authorised repairs or modifications.

2.4 How to Request Warranty Support

To request warranty support, please contact ECOASH (warranty@ecoash.co.nz). Depending on the situation, you can opt for:

- **Drop-off Service:** Bring the unit to an authorised service location on prior arrangement.
- **On-Site Service:** Arrange for a certified technician to visit your location. Contact warranty@ecoash.co.nz to organise. Agents travelling to and from your location is not covered by warranty and at the customer's expense.
- **Parts & Remote Support:** Request replacement parts or technical assistance for repairs.

2.5 Required Documentation for Claims

For warranty or refund claims, the following documentation is required:

- Proof of purchase.
- Serial number, model, and installation details.
- Description of the issue and steps taken to resolve it.
- Photos of installation, electrical connections, ventilation, and any visible issues.

3. Short-Term Rental Agreement

3.1 Rental Equipment

ECOASH agrees to rent to the Customer one (1) **Cinderella Incineration Toilet** for short-term use under the terms set out in this Agreement.

3.2 Rental Term and Fee

- **Rental Term:** The rental period commences on the delivery date and continues until terminated by either party pursuant to Section 2.8.
- **Rental Fee:** The fee is \$15 per day, payable in advance or as invoiced by ECOASH.

3.3 Rental Bond

- **Refundable Bond:** A \$250 refundable bond is payable prior to delivery.
- **Refund Conditions:** The bond will be refunded within 7 business days after return, provided the Toilet is clean, undamaged, and in good working condition.
- **Deductions:** ECOASH reserves the right to deduct costs for repair, cleaning, or replacement from the bond. If damages exceed the bond, the Customer is liable for the difference.

3.4 Ownership

ECOASH is the authorised **New Zealand distributor** of the **Cinderella® Incineration Toilet**. While the Toilet remains the exclusive property of ECOASH during the rental period, all intellectual property and product rights are held by ECOASH. The Customer may not sell, lease, modify, or otherwise dispose of the Toilet.

3.5 Use and Maintenance

- The Customer agrees to use the Toilet in accordance with the manufacturer's guidelines.
- The Toilet must be kept clean and operational.
- The Customer shall not tamper with or modify the Toilet.
- Any issues, damage, or required maintenance must be reported to ECOASH immediately.

3.6 Access and Recovery

ECOASH may terminate this Agreement and recover the Toilet at any time without liability, as permitted by law. The Customer agrees to allow ECOASH reasonable access to retrieve the Toilet.

3.7 Liability and Indemnity

- The Customer is fully responsible for the Toilet while in their possession.
- The Customer shall indemnify ECOASH from any claims, damages, or liabilities arising from the use or misuse of the Toilet.

3.8 Termination

- **Termination by ECOASH:** ECOASH may terminate the Agreement within 48 hours' notice.
- **Termination by Customer:** The Customer may terminate with **48 hours' notice** and must return the Toilet.

3.9 Governing Law

This Agreement is governed by the laws of **New Zealand**.

3.10 Entire Agreement

This Agreement supersedes all prior negotiations, representations, or understandings between the parties.

4. Website Terms of Use

4.1 General Use

By using this website, you agree to comply with all applicable New Zealand laws and not to use the website for any unlawful activity.

4.2 Intellectual Property

All content on this website, including but not limited to text, graphics, logos, and images, is the property of ECOASH and is protected by intellectual property law. You may not reproduce, reuse, or distribute any content without prior written permission.

4.3 Limitation of Liability

To the fullest extent permitted by law, ECOASH shall not be liable for any indirect or consequential damages arising from the use of this website or the products and services it offers.

4.4 Indemnity

You agree to indemnify, defend, and hold harmless ECOASH and its officers, directors, employees, and agents from any and all claims, liabilities, damages, or expenses (including legal fees) arising from your use of the website, rental of equipment, or any breach of these Terms and Conditions.

4.5 Force Majeure

ECOASH will not be liable for any delay or failure to perform its obligations under this Agreement due to events outside of its reasonable control, including but not limited to natural disasters, war, terrorism, pandemics, government restrictions, and strikes.

5. Privacy Policy

We take your privacy seriously. Please refer to our **Privacy Policy** for full details on how we collect, use, and store your personal information.

6. Dispute Resolution

Any disputes arising from this Agreement will be resolved through informal negotiation. If an agreement cannot be reached, the dispute will be resolved through mediation or arbitration under New Zealand law.

7. Modifications

ECOASH reserves the right to modify, amend, or change these Terms and Conditions at any time. Any changes will be posted on the website, and such changes will become effective upon posting. By continuing to use the website or the rented product, you agree to be bound by the updated terms.

8. Consumer Rights Under New Zealand Law

These Terms and Conditions do not limit your rights under New Zealand's **Consumer Guarantees Act 1993**. If you are a consumer, you may have additional rights or guarantees under the law that cannot be waived or excluded by this Agreement.

Any maintenance, servicing or repairs that relate to LPG toilets needs to be conducted by an authorised person or certified gas fitter as per Health Safety at work (Hazardous Substances) Regulations 2017. Ecoash does not take any responsibility for any damages or injury occurred due to maintenance, servicing, or repairs.

9. Promotions and Sales

9.1 General Promotions and Discounts

ECOASH may, from time to time, offer promotional deals, discount codes, bundles, giveaways, or limited-time sales. All promotions are subject to the following conditions:

- Promotions are valid only for the advertised time period or while supplies last.
- Promotional offers cannot be combined with other discounts or offers unless explicitly stated.
- ECOASH reserves the right to change or withdraw promotions at any time, in line with the *Fair Trading Act 1986* and *Consumer Guarantees Act 1993*.
- Promotions are available exclusively through ECOASH and its authorised distributors in New Zealand unless otherwise noted.

- Advertised savings or discounts are based on standard retail pricing at the time of promotion.

Customers are responsible for reviewing the terms of each promotion. Misuse, fraud, or resale of promotional goods may result in cancellation of orders or exclusion from future promotions.

9.2 Free Flue and Maintenance Kit Offer

ECOASH offers a **free flue and maintenance kit** as part of a promotional campaign on eligible models of the Cinderella® incineration toilet range:

- **Eligible Models:** Cinderella® Comfort and Cinderella® Freedom.
- **Excluded Models:** Cinderella® Travel and any other models not expressly stated in this promotion.

Additional Conditions:

- The promotion is limited to customers residing in New Zealand.
- The offer applies to residential purchases only and is limited to one kit per qualifying toilet purchase.
- The kit includes standard flue components and a basic maintenance starter pack.
- The promotional item cannot be exchanged for cash or alternative products.
- Subject to availability. ECOASH reserves the right to withdraw or modify the offer at its discretion.

Customers must ensure proper installation and maintenance of their units to remain eligible for warranty and support services.

10. Reseller Responsibilities

10.1 Ownership and Handling

Authorised resellers of ECOASH products take full ownership of Cinderella® Incineration Toilets while in their possession. ECOASH's responsibility for the product ends upon delivery to the reseller's physical address. From that point, the reseller is fully liable for safe handling, delivery, and condition of the product.

10.2 Customer Registration and Warranty

Resellers are required to:

- Submit the **end customer's contact details** and **product serial number** to ECOASH to warranty@ecoash.co.nz.

- **Register the product for warranty** on the customer's behalf before sending to the customer.
- Advise customers on correct **installation procedures**, including compliance with all safety and operational standards.

Failure to meet these requirements may void the warranty for the end user.

10.3 Liability for Installation and Damage

ECOASH is not liable for:

- **Damage, loss, or malfunction** occurring after the product is delivered to the reseller.
- **Incorrect installation** or improper maintenance performed by the reseller or their agents.

All such issues must be resolved **directly between the reseller and the customer**. Resellers must operate in compliance with the *Consumer Guarantees Act 1993* and the *Fair Trading Act 1986*.

11. Contact Us

ECOASH Limited
43A Snodgrass Road
Tauranga, New Zealand
Email: info@ecoash.co.nz