

TOTO PRIME SERVICE

Authorised Dealer Compliance Commitment

Version 1.3 · Effective 1 August 2026

IMPORTANT

This Commitment must be signed and returned to B&H Investment Group before a dealer may sell, promote, or recommend TOTO Prime Service to any customer. Signing constitutes the Dealer's agreement to all obligations set out in this document.

PARTIES

Plan Administrator	Authorised Dealer
B&H Investment Group Pty Ltd ACN 138 061 346 · ABN 75 138 061 346 Unit 3, 163–179 Forster Rd Mount Waverley VIC 3149 (03) 9558 6635 service@bandh.com.au	Full Legal Name _____ ABN _____ Trading As (if different) _____ Store / Showroom Address _____ Primary Contact Name _____ Primary Contact Phone _____

The Authorised Dealer ("Dealer") agrees to the following conditions as a requirement for selling, promoting, or recommending TOTO Prime Service, a paid optional service plan administered by B&H Investment Group Pty Ltd ("B&H"). The Dealer acknowledges that these obligations arise from and must remain consistent with the Australian Consumer Law (ACL), Schedule 2, Competition and Consumer Act 2010 (Cth).

Section 1 Consumer Disclosure Obligations

- 1.1 Disclose ACL Rights First
- Before presenting TOTO Prime Service to any customer, the Dealer must clearly and proactively inform the customer that they already have rights under the Australian Consumer Law, including the right to a repair, replacement or refund for a major failure, and that those rights exist regardless of whether they purchase Prime Service.
- 1.2 Present Prime Service as Optional
- The Dealer must at all times present TOTO Prime Service as an optional, voluntary, paid upgrade. The Dealer must not use language, tone, or conduct that implies Prime Service is required, expected, or necessary to obtain a satisfactory outcome after a product failure.
- 1.3 No Misleading Statements About Coverage Duration
- The Dealer must not state or imply that the customer's rights expire at the end of the manufacturer warranty period, or that the customer will be "on their own" after 3 years without Prime Service. ACL rights may extend beyond the manufacturer warranty period.
- 1.4 Disclose the 30-Day Cooling-Off Period
- When presenting Prime Service, the Dealer must advise customers that a 30-day cooling-off period applies, during which a full refund is available for any reason, provided no claim has been resolved.

Section 2 Prohibited Conduct

2.1 Prohibited Phrases and Conduct

The Dealer must not use the following phrases or conduct, whether in direct sales, signage, promotional materials, or digital communications:

- Stating or implying that Prime Service replaces, excludes, or reduces the customer's ACL rights
- Calling Prime Service "insurance" or any equivalent term that implies it is a regulated insurance product
- Pressure tactics, urgency triggers, false social proof ("everyone buys this"), or fear-based selling statements about repair costs
- Implying that Prime Service is mandatory, bundled with the product, or that customers who decline will receive inferior service or warranty treatment
- Making representations about coverage, exclusions, or plan terms that are inconsistent with the current Prime Service Terms and Conditions
- Describing response times as guarantees — they are target service standards only and may vary in circumstances beyond B&H's reasonable control

2.2 Sales Materials

- The Dealer may only use sales materials and scripts that have been provided or approved in writing by B&H. The Dealer must not produce its own promotional materials for Prime Service without prior written consent from B&H.

2.3 Accurate Statements About Service Delivery

The Dealer must not make representations inconsistent with the Terms and Conditions in relation to service delivery. In particular, the Dealer must accurately convey that:

- Response and scheduling times are **target service standards, not guarantees**, and may vary due to technician availability, weather, remote locations, parts supply or other circumstances beyond B&H's reasonable control;
- Where a product is replaced, the replacement is an **equivalent or superior model of similar functionality** — colour, finish or cosmetic appearance may differ, and an identical model is not guaranteed;
- Services may be performed by B&H or by its **authorised subcontractors and service agents**, for which B&H remains responsible;
- The customer must provide **safe and reasonable access** to the product at the agreed appointment time, failing which B&H may reschedule the service;
- Neither party is liable for delays caused by **events beyond its reasonable control** (natural disasters, pandemics, government restrictions, transport disruption or similar); and
- All plan prices and fees are stated in Australian dollars and are **inclusive of GST**; the no-fault-found call-out fee is \$250 (incl. GST) and must be disclosed before dispatch.

2.4 Eligibility Screening

- The Dealer must only sell Prime Service to customers who meet the eligibility criteria: Australian residents, residential use only, product purchased new from an Authorised TOTO dealer under a proper tax invoice showing a genuine TOTO product code, within the active 3-year manufacturer warranty period.

Section 3 Training and Compliance

3.1 Training Completion

- All staff who sell or promote Prime Service must complete the B&H TOTO Prime Service compliance training (Zoom session or equivalent) before selling or promoting any plan. The Dealer is responsible for ensuring all relevant staff complete training.

3.2 Script Card Use

- The Dealer must maintain a current copy of the TOTO Prime Service Dealer Compliance Script Card at the point of sale. Staff must follow the approved scripts (front of card) and avoid the prohibited phrases (back of card).

3.3 Compliance Records

- The Dealer must maintain records of staff trained, including name, role, and training date, for a minimum of 3 years. B&H may request these records with 5 business days' notice.

3.4 Reporting Obligations

The Dealer must notify B&H in writing within 2 business days if any of the following occur:

- The Dealer becomes aware of any compliance breach by its staff
- A customer makes a complaint about how Prime Service was presented
- The Dealer receives correspondence from the ACCC, Consumer Affairs, or any regulatory body relating to Prime Service

Section 4 Breach and Consequences

4.1 Consequences of Breach

B&H may, at its discretion, take any one or more of the following actions upon a confirmed breach of this Commitment:

- Issue a written warning and require remedial training within 10 business days
- Suspend the Dealer's authorisation to sell Prime Service pending investigation
- Permanently de-authorise the Dealer from selling TOTO Prime Service
- Refer the matter to the ACCC, Consumer Affairs, or other relevant regulatory body

4.2 Customer Remediation

- Where a customer has been misled by a Dealer's conduct, B&H may require the Dealer to cooperate in any remediation offered to the customer, including refunds or plan corrections. Costs attributable to the Dealer's breach may be recovered from the Dealer.

4.3 ACL Rights Unaffected

- Nothing in this Commitment limits or affects any consumer's rights under the Australian Consumer Law. In the event of conflict between this Commitment and the ACL, the ACL prevails.

Section 5 General

5.1 Governing Law

- This Commitment is governed by the laws of Victoria, Australia.

5.2 Amendment

- B&H may update this Commitment with 30 days' written notice to the Dealer. Continued selling of Prime Service after that period constitutes acceptance of the updated terms.

5.3 Entire Agreement

- This Commitment, together with the TOTO Prime Service Terms and Conditions and the Dealer Compliance Script Card, constitutes the entire agreement between B&H and the Dealer regarding the sale of Prime Service. In the event of any inconsistency between this Commitment and the Terms and Conditions, the Terms and Conditions prevail.

SIGNATURES

By signing below, each party confirms that they have read, understood, and agree to be bound by this Commitment, the TOTO Prime Service Terms and Conditions, and the Dealer Compliance Script Card.

AUTHORISED DEALER	B&H INVESTMENT GROUP PTY LTD (ACN 138 061 346)
Full name of authorised signatory	Full name of authorised signatory
Signature	Signature
Title / Position	Title / Position
Date (DD / MM / YYYY)	Date (DD / MM / YYYY)
Company stamp (if applicable)	B&H Dealer Reference Number

DOCUMENT RETENTION

Both parties should retain a signed copy of this Commitment. B&H will issue a dealer reference number upon receipt of the executed original. Return completed documents to: service@bandh.com.au · (03) 9558 6635