

✓ Approved Scripts

Use these phrases — or close equivalents — when presenting Prime Service to customers. · Present clearly, without pressure.

Your role is to **inform, not pressure**. Customers already have rights under Australian Consumer Law. Prime Service is an *optional* paid upgrade — present it as added certainty and convenience.

1 WHEN EXPLAINING WHAT PRIME SERVICE ADDS

"Your TOTO comes with a 3-year manufacturer warranty. Prime Service is an optional paid plan that bridges the Year 3 labour gap and extends full coverage — parts and labour — to 6 years. It's completely your choice."

✓ Correctly describes what the plan adds. Frames it as optional. Does not imply ACL rights are insufficient.

2 WHEN A CUSTOMER ASKS ABOUT THEIR EXISTING RIGHTS

"Under Australian Consumer Law you already have rights to a repair, replacement or refund for a major failure — those rights exist regardless of any paid plan. Prime Service sits on top of that with fixed 6-year coverage and priority response."

✓ Proactively discloses ACL rights before mentioning Prime Service. This disclosure is required by law.

3 WHEN CLOSING OR HANDLING HESITATION

"There's no rush — you can add it at any time while the manufacturer warranty is still active. And if you purchase today, there's a 30-day cooling-off period for a full refund if you change your mind."

✓ No pressure. Discloses cooling-off period. Truthful about the purchase window.

× Never Say This

These phrases breach Australian Consumer Law or TOTO dealer rules. · Violations may result in de-authorisation and ACCC referral.

Saying any of the following — even casually — may **mislead customers about their legal rights** and expose B&H and your store to ACCC enforcement, consumer complaints, and class action liability.

1 IMPLYING ACL RIGHTS ARE WEAK OR UNCERTAIN

~~"Without Prime Service, after 3 years you're on your own." / "The warranty runs out — you won't be covered."~~

▲ Risk: Misleads customers about ACL rights, which continue beyond 3 years. Mirrors Harvey Norman class action conduct (2025 consolidated).

✓ Say instead: "The manufacturer warranty is 3 years. ACL rights continue beyond that — Prime Service makes coverage explicit and adds Year 3 labour."

2 SUGGESTING PURCHASE IS REQUIRED, EXPECTED, OR URGENT

~~"Everyone takes Prime Service." / "I'd strongly recommend it — repairs are expensive." / "You need to decide today."~~

▲ Risk: Pressure tactics and fear-based selling may constitute misleading conduct (ACL s18) or unconscionable conduct (ACL s20–22).

✓ Say instead: "It's completely optional. Here's what it covers — you can also add it any time while the warranty is active."

3 CALLING IT INSURANCE OR A LEGAL REQUIREMENT

~~"Prime Service is like insurance for your toilet." / "You need this to be fully covered." / "Without it, any repair bill is yours."~~

▲ Risk: "Insurance" framing triggers ASIC licensing requirements. "Need" implies ACL is inadequate. Unverified cost claims may be misleading.

✓ Say instead: "Prime Service is a service plan — not insurance. It gives you certain, fixed 6-year coverage with labour included from Year 3."

4 GUARANTEEING SERVICE TIMES OR AN IDENTICAL REPLACEMENT

~~"We guarantee someone on site within 48 hours." / "If it can't be fixed you get the exact same model, brand new."~~

▲ Risk: Response times are *target service standards*, not guarantees; replacements are an equivalent or superior model and may differ in colour, finish or appearance. Overstating either is misleading conduct (ACL s18/s29).

✓ Say instead: "We aim to make first contact within 48 hours for Advanced and Concierge, 72 hours otherwise — timing can vary with technician availability and location. If a product can't be repaired, it's replaced with an equivalent or better model; colour or finish may differ."

Also disclose: all prices are inclusive of GST; a \$250 (incl. GST) no-fault-found call-out fee may apply and is always advised before a technician is dispatched; service may be performed by B&H's authorised subcontractors or service agents (B&H remains responsible); the customer must provide safe and reasonable access at the agreed appointment time; and neither party is liable for delays caused by events beyond reasonable control (force majeure — natural disasters, pandemics, government restrictions, transport disruption). The Terms & Conditions (v1.3) prevail over this card and all sales material.

Compliance issue or customer complaint? Contact B&H immediately: service@bandh.com.au · (03) 9558 6635. Breach of these rules may result in removal from the authorised dealer network and referral to the Australian Competition and Consumer Commission (ACCC).