

# ENGLEFIELD LIMITED WARRANTY

## WARRANTY AGAINST DEFECTS

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 for 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.

In addition to your rights under the Australian Consumer Law, Kohler New Zealand Limited (Kohler) provides a warranty against defects for Englefield plumbing fixtures and fittings (Products).

New Kohler warranties listed below are valid for all purchased from 1 June 2017. For purchases prior to this date, please phone 1800 ENGLEFIELD (1800 364533) or email [info@englefield.com](mailto:info@englefield.com) for further information.

As part of Kohler's commitment to continuous improvement, Kohler reserves the right to make changes to its products at any time.

Kohler warranty cover starts from the date of purchase or for new buildings from the date of hand over. It includes replacement of parts, freight and labour unless otherwise stated. It lasts until the end of the period set out in the table below.

## WARRANTY SCHEDULE

CATEGORY	NON COMMERCIAL USE
<b>SHOWERS AND BATH SCREENS</b>	
Acrylic wall	10 years
Door and tray, bath screen (excludes rollers, seals and fittings)	10 years
Seals, rollers and fittings	1 year
Easy Clean and Hi Flow waste	5 years (Removable elements, 2 years)
<b>BATHS AND SPAS</b>	
Acrylic shell	5 years
Electronic pump	1 year
Other fittings and components	1 year
Bathroom waste	5 years
<b>TOILETS AND BASINS</b>	
Ceramic cistern and pan (Excluding fill and flush valves and seals)	10 years (First 5 years parts, labour and freight, year 5 to 10 parts only)
In wall cistern (Excluding fill and flush valves)	15 years (First 5 years parts, labour and freight, year 5 to 15 parts only)
Fill and flush valve	2 years
Face plate/push plate (Including electronic parts)	5 years (Parts only)
Seal and washers	2 years
Toilet seat	2 years
Ceramic basin	10 years (First 5 years parts, labour and freight, years 5 to 10 parts only)
Electronic bidet seat	3 years (Parts only)
<b>TAPWARE</b>	
Tapware (Excluding cartridges. Chrome and PVD finishes only)	15 years (First 10 years parts, labour and freight, years 10 to 15 parts only)
Tapware (Excluding cartridges. Black powder coated finish only)	2 years
Flexible metal braided hose	5 years
Shower head and rail	5 years
Shower hose	2 years
<b>KITCHEN SINKS</b>	
Stainless steel kitchen sink	5 years
Kitchen waste	2 years

## WARRANTY SCHEDULE CONTINUED

CATEGORY	NON COMMERCIAL USE
<b>BATHROOM FURNITURE</b>	
Cabinet and mirror cabinet	3 years
LED mirror	2 years
Vanity top	5 years
<b>BATHROOM ACCESSORIES</b>	
Stainless steel, brass or zinc parts	10 years (Parts only)

### WARRANTY AGAINST DEFECTS – COMMERCIAL OR PUBLIC USE

A warranty claim in relation to a Product used for public or commercial purposes or in the course of business is only valid if the claim is made between the date of installation of the Product and 12 months after the date of installation of the Product.

Where the Product has been installed within the private accommodation areas of either a hotel, motel or rest home Kohler warrants the product free of manufacturing defects for the same period as Product used in residential homes and will provide parts replacement, or at its discretion a refund of the original purchase price, for that extended period.

### WHAT IS COVERED BY THIS WARRANTY

Kohler warrants that the Products are free of manufacturing defects for the periods set in the Non Commercial Use Matrix, and in paragraph above.

### CONDITIONS OF THIS WARRANTY

1. This warranty against defects only applies in Australia and if the Product has been purchased in Australia from a dealer authorised by Kohler to supply it (Authorised Dealer).
2. This warranty will be void where a customer is unable to provide a receipt, or an acceptable alternative proof of purchase.
3. This warranty only applies to the original owner and is not transferable.
4. Kohler's liability under this warranty is limited, at its option, to:
  - (a) Repair or replace the defective Kohler product or part;
  - (b) Pay, or reimburse to the Purchaser, the cost of repairing the defective product or part; or
  - (c) Refund the purchase price, or part of the purchase price, of the defective Product or part of the Product, to the Purchaser.
5. This warranty against defects does not apply in the following circumstances:
  - (a) If the Product has been damaged due to accident, improper installation or handling, improper care and cleaning, unauthorised faulty repairs, alteration, abuse or misuse (whether undertaken by a contractor, service company, or the Purchaser); or
  - (b) Product has been installed, maintained or used other than in accordance with the instructions given by Kohler, including but not limited to the following specific instructions:
    - No chemicals such as bleach, hair dye, solvents, alcohol, citrus based chemicals, bath oils, bath salts or abrasive cleaners should be used on any bathing or showering product;
    - No water above a temperature of 55 degrees Celsius should be used on any Product; and
    - In line water filters must be used with all "Tapware" Products.
    - Operating water pressures are as specified in the instructions given by Kohler.

6. This warranty against defects does not apply in the following Without limiting the above, standard Products may contain unavoidable manufacturing imperfections of a minor character and if a manufacturing defect is found, Kohler will, at its election, refund the purchase price of the product or repair or provide a replacement part or Product, or make an appropriate adjustment.

### MAKING A WARRANTY CLAIM

In the first instance, a Purchaser who wishes to make a warranty claim should contact the retailer they purchased the Product from. Alternatively claims can be lodged by contacting Kohler direct at the address below. It is preferred that such claims are in writing and in addition to the information required below, accompanied by a photograph of the product and the issue.

### CONTACT DETAILS ARE:

**Kohler New Zealand Limited**  
**PO BOX 154**  
**Clifton Hill**  
**Victoria 3068**

### CUSTOMER SERVICE:

**Telephone: 1800 ENGLEFIELD (1800 364533)**  
**Email: info@englefield.com**

A Purchaser must provide Kohler with all details necessary for Kohler to reasonably assess the claim, including a description of the defect, the Product name (including the model number and colour of the Product), the date the Product was purchased and installed, the details of the supplier of the Product and the original tax invoice.

The Purchaser is responsible for all costs, expenses and other amounts that arise in making a claim under the warranty, or relate in any way to the warranty or this document, including any amounts that relate to making the defective product accessible for repair or replacement, labour, transportation, traveling and communications costs.

### OTHER RIGHTS AND REMEDIES

The benefits to the Purchaser under the warranty against defects are in addition to any other rights and remedies of the Purchaser under a law in relation to the Products to which the warranty relates.

However, all other warranties and conditions, whether express or implied, including but not limited to warranties relating to the state, quality, performance or condition of the products are excluded and except to the extent set out in this document and to the maximum amount permitted by law, Kohler disclaims and is released from any and all liability to any person in relation to any loss or damage consequential or otherwise suffered or incurred by that person including without limitation to any loss or damage caused by or resulting directly or indirectly from any failure, effect or deficiency of any kind, in relation to the Products, this document or otherwise.