

# ENGLEFIELD LIMITED WARRANTY

Kohler New Zealand Ltd. warrants that Englefield plumbing fixtures and fittings are warranted free of manufacturing defects for the following set periods from the date of purchase on the terms set out in the following warranty schedule.

New Kohler warranties listed below are valid for all purchased from 1 June 2017. For purchases prior to this date, please phone 0800 100 382 or email [info@englefield.co.nz](mailto:info@englefield.co.nz) 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.

Please see terms and conditions for important product care requirements.

## 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)

### COMMERCIAL USE OF ENGLEFIELD BRANDED PRODUCTS

If the product is purchased for the purposes of a business, then all of the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded and the Warranty periods and all other terms of the Warranty (as provided above) prevail.

Apart from the provisions of the Consumer Guarantees Act 1993 (which will apply in addition to the Warranty):

- (a) the Warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- (b) Kohler New Zealand Ltd also disclaims any liability for special, incidental or consequential damages.
- (c) the Warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Kohler New Zealand Ltd also disclaims any liability for special, incidental or consequential damages.

### TERMS AND CONDITIONS

1. Kohler NZ Ltd will at its election, pursuant to its obligations under the Warranty:
  - Repair or replace the defective Englefield product or part
  - Pay the cost of repairing the defective product or part
  - Refund the purchase price to the purchaser
  - Make appropriate adjustment
2. The Warranty applies only within New Zealand and only to the original purchaser;
3. The following will not be covered by the Warranty:
  - (a) Damage due to accident, improper installation or handling, improper care and cleaning, faulty repairs, alteration, abuse or misuse (whether undertaken by a contractor, service company, or the consumer);
  - (b) Installed, maintained or used other than in accordance with the instructions furnished by Kohler NZ Ltd;
4. Standard products may contain unavoidable manufacturing imperfections of a minor character and if a manufacturing defect is found, Kohler NZ Ltd will, at its election, refund the purchaser with the purchase price of the product or repair, provide a replacement part or product, or make an appropriate adjustment.
5. The purchaser shall be responsible for and shall meet all charges in respect of making the defective product accessible for repair or replacement.
6. Use of Cleaners. Use of chemicals such as bleach, hair dye, solvents, alcohol, citrus based chemicals, bath oils, bath salts or abrasive cleaners on any plastic part of your Englefield bath, shower or toilet seat will void the warranty. Warm soapy (detergent) water is the recommended cleaning method.
7. Temperature. Hot water must be limited to a maximum of 55° C and

that any increase in temperature will void any Warranty.

8. In-Line Filters. Kohler NZ Ltd specifies that in line water filters should be used with Englefield Tapware and that any damage to ceramic cartridges without the use of in line filters will void any warranty.
9. Operating water pressures are in accordance to the instructions given by Kohler NZ Ltd.

### PURCHASE OF ENGLEFIELD PRODUCTS “IN TRADE”

Where the product is purchased by a party “in trade” then Kohler NZ Ltd and the “in trade” purchaser irrevocably agree for the purposes the Consumer Guarantees Act 1993 (“CGA”), that:

- (a) they are each in the business of trade;
- (b) they each agree to contract out of the CGA and all of the guarantees and remedies provided for in the CGA are excluded;
- (c) it is fair and reasonable that the parties are bound by these terms; and
- (d) the Warranty period for the relevant products acquired is **12 months from the date of installation of the product except where relevant product is used within hotel, motel or rest home accommodation**. In those instances Kohler warrant its product free of manufacturing defects for the periods set out at the beginning of this document.
- (e) All warranty offered under this “In Trade” category is limited to the cost of replacement product, packaging and freight.

If the “in trade” purchaser on sells the products to an end consumer that intends to use the products for “in trade” purposes (or holds him or herself out to be acquiring for a “in trade” purpose) (a **Business Consumer**) then the purchaser shall:

- (i) include in the contract with the Business Consumer a provision (with the same content as the above provision) to contract out of the CGA; and
- (ii) Not make any representation concerning the description or specification of the products if it does not correspond with the actual description and specification of the products.

### INFORMATION REQUIRED WHEN MAKING A CLAIM

Please be sure to provide all pertinent information regarding your claim, including a complete description of the problem, the product, model number, colour, the date the product was purchased and from whom the product was purchased. Also include your original invoice.

### CONTACT DETAILS

If you believe that you have a Warranty claim, contact Englefield either through your plumbing supplies retailer, by writing to **Customer Service Department, Kohler New Zealand Ltd, PO Box 100-146 NSMC, Auckland** or email to [info@englefield.co.nz](mailto:info@englefield.co.nz)

For all other information, or to obtain the name and address of the service and repair facility nearest you please phone **0800 100 382**.