

# KOHLER LIMITED WARRANTY

**Kohler New Zealand Ltd.** warrants that Kohler 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 January 2016. For purchases prior to this date, please phone **0800 100 382** or email **info@kohler.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</b>  |   |
| Door set  | 5 years   |
| Seals and fittings  | 1 year  |
| <b>BATHS AND SPAS</b>   |   |
| Acrylic bath only   | 5 years   |
| Cast iron bath only   | 10 years  |
| Lithocast bath only   | 10 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  | 10 years (First 5 years parts, labour and freight, year 5 to 10 parts only)   |
| Face plate/push plate (Including electronic parts)                  | 5 years (Parts only)  |
| Seals and washers   | 2 years   |
| Toilet seat   | 2 years   |
| Ceramic basin   | 10 years (First 5 years parts, labour and freight, year 5 to 10 parts only)   |
| <b>INTEGRATED TOILETS</b>   |   |
| Integrated toilet pan   | 3 years bidet and electronic parts; 10 years ceramic pan (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  | 10 years (First 5 years parts, labour and freight, year 5 to 10 parts only)   |
| <b>TAPWARE</b>  |   |
| Tapware (Excluding cartridges. Chrome finishes only)                | 15 years (First 10 years parts, labour and freight, year 10 to 15 parts only)   |
| Flexible metal braided hose   | 5 years   |
| Shower head and rail  | 5 years   |
| Shower hose   | 2 years   |
| Electronics parts   | 1 year  |

# WARRANTY SCHEDULE CONTINUED

| CATEGORY                     | NON COMMERCIAL USE    |
|------------------------------|-----------------------|
| <b>KITCHEN SINKS</b>         |                       |
| Stainless steel kitchen sink | 5 years               |
| Kitchen waste                | 2 years               |
| <b>BATHROOM FURNITURE</b>    |                       |
| Cabinet and mirror cabinet   | 3 years               |
| Vanity top                   | 5 years               |
| Electronic parts             | 1 year                |
| <b>BATHROOM ACCESSORIES</b>  |                       |
| All components               | 10 years (Parts only) |

## COMMERCIAL USE OF KOHLER 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):

- 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.
- 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

- Kohler NZ Ltd will at its election, pursuant to its obligations under the Warranty:
  - Repair or replace the defective Kohler product or part
  - Pay the cost of repairing the defective product or part
  - Refund the purchase price to the purchaser
  - Make appropriate adjustment
- The Warranty applies only within New Zealand and only to the original purchaser;
- The following will be not be covered by the Warranty:
  - 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);
  - Installed, maintained or used other than in accordance with the instructions furnished by Kohler NZ Ltd;
- Standard products may contain unavoidable manufacturing imperfections of a minor character and if a manufacturing defect is found, Kohler NZ Ltd will, as 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.
- The purchaser shall be responsible for and shall meet all charges in respect of making the defective product accessible for repair or replacement.
- 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.
- Temperature. Hot water must be limited to a maximum of 55° C

and that any increase in temperature will void any Warranty.

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

## PURCHASE OF KOHLER 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:

- they are each in the business of trade;
- they each agree to contract out of the CGA and all of the guarantees and remedies provided for in the CGA are excluded;
- it is fair and reasonable that the parties are bound by these terms; and
- 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.
- 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:

- 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
- 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 Kohler 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@kohler.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**.