

GWA BATHROOMS & KITCHENS **WARRANTY CONDITIONS**

This extended warranty only covers Caroma Industries Limited products listed in this product price list (collectively "Products"), does not extend to products which you have selected outside our Product range.

This extended warranty only applies to defects which have arisen solely from faulty materials or workmanship in the Products and does not apply to other defects which may have arisen as a result of, without limitation, the following: accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or adverse weather conditions, including excessive water pressure or temperature, or neglect of any kind of the Products. Alterations and repairs of the Products other than by an accredited and licensed service agent or technician are not covered. For the avoidance of doubt, attachment of accessories or use of non-genuine replacement parts other than those manufactured or approved by Caroma are not covered by this extended warranty.

This extended warranty for the Products commences from date of purchase or for new buildings on the date of handover for the relevant period set out in the warranty periods table.

In addition to this extended warranty, certain legislation (including the ACL) may give you certain rights which cannot be excluded, restricted or modified, this extended warranty must be read subject to such legislation and nothing in this warranty has the effect of excluding, restricting or modifying those rights.

Warranty Claims

To make a warranty claim, the following documentation must be emailed, faxed or posted to Caroma (contact details listed below):

- Name/model of product and photographs of the issue (if available)
- Proof of installation (by a licensed plumber) and/or proof of purchase
- Your contact details; name, address and best contact phone number
- Handover documentation for new homes
- Warranty Certificate or equivalent documentation must be supplied for warranty claims to be considered

If the Product has not been installed, the Product can be returned with Proof of Purchase, to the place of purchase. If the cost of returning any defective parts is unreasonable, please contact Caroma on the telephone number listed below so that, if appropriate, we can arrange a collection.

Caroma Industries Limited contact details are as follows:

GWA Bathrooms & Kitchens
33 Business Parade North
Highbrook, Auckland 2013

Phone: 0800 CAROMA
Fax: 09 279 2709
bknservice@gwagroup.co.nz

NOTE: The extended warranty only applies to the original owner and is not transferable.

Should any warranty claim be made and attended to by a Caroma authorised Service Agent and that in the opinion of the Service Agent or Caroma, the problem was from faulty installation or use of the Products in conjunction with products of another manufacturer or from some other cause other than a manufacturing defect of the goods for which Caroma is responsible. Caroma Industries NZ Limited reserves the right to charge a service fee for each service staff attending the premises where Products have been installed.

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

Caroma requires adequate access to Products, fittings and fixtures to undertake extended warranty repairs. Caroma will not be responsible for any consequential damage or costs where adequate access to Product fittings & fixtures is not accessible.

Caroma reserves the right to provide minor components as 'Parts Only' to the customer.

Consequential loss

To the extent permitted by law, Caroma will not be liable for any loss or damage to furniture, floor coverings, walls, fixtures or any other consequential loss of any kind caused by any defect in the Products or components.

GWA BATHROOMS & KITCHENS **WARRANTY CONDITIONS**

This Extended Warranty shall be void for the following reasons:

1. A customer's inability to provide Proof of Purchase or equivalent documentation.
2. If:
 - Products are not installed by a licensed plumber and/or electrician.
 - Products are not installed to relevant National Standards and State Regulations.
 - Products are not installed in accordance with the manufacturer's installation instructions.
 - Water pressures and or temperatures that exceed stated limitations as per the product installation instructions. Note: AS/NZS 3500.1-2003 (Clause 3.3.4) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations. Note: - The 500kPa maximum water supply pressure doesn't apply to fire service outlets.
 - Isolation stop taps are not fitted as stated on manufacturer's installation instructions.
 - Fitting of other devices to the outlet of tapware (e.g. Water filters).
 - Fitting of Caroma non-approved in tap body or end of line water flow regulating devices.
 - Products used with water additives i.e. Cleaning & or deodorising additives in cisterns.
 - Fair wear and tear, such as the working seals in the inlet and outlet valves, including scratching from cleaning etc.
 - Inappropriate or non-approved connection fittings connecting Products to sewer.
 - Non written approved modifications to the Products.
 - Products used for incorrect applications, non-potable water etc.
 - Damage as a result of obstructions due to inadequate flushing of system before use and problems caused by water supply (including silt, corrosion and excess water pressure).
 - Failure to regularly clean or replace dirty or blocked outlet aerator inserts in tapware and/or shower heads etc.
 - Service or repairs with non-standard replacement parts previously undertaken without Caroma written approval.
 - Non-installation of flow regulator in tapware and showers or regulated check valve or check valves in hand showers or veggie mixers.
 - Damage to finishes by adhesives, sealants or abrasive cleaners etc.
 - Damage to finishes which arise from installation or post installation use.
 - Damage due to abuse as determined by authorised Service Agent or Caroma.
 - Failure to observe manufacturers care and cleaning instructions.
 - The extended warranty work is limited to the pre-approved scope of work that will be set out in a work order. Additional work will require authorisation from Caroma.

Except to the extent that a customer can demonstrate that at the time of purchase the product was faulty or defective and at that time the customer was not aware of such fault or defect.

Note: It is the installer/consumers responsibility to ensure:

- Product is not damaged prior to installation.
- They are happy with their purchase.
- The product has all of its components.
- Required maintenance is performed.

Our Products 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 compensation for any other loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

STOCK CLAIM PROCESS

Contact Customer Service for all Delivery issues within 48 hours of receipt either by:

Customer Service : Email orders@gwagroup.co.nz Phone **0800 CAROMA (227662)**

Claims: Email claims.nz@gwagroup.co.nz Phone **09 279 2700**

- (a) Products are sold on a non-return basis and unless damaged, faulty or incorrectly delivered cannot be returned without the approval of GWA Bathrooms and Kitchens, following our guidelines for return for credit and/or replacement.
- (b) The Merchant must supply the Reason for the claim, original corresponding Invoice#, Purchase Order # OR Delivery # for each item claimed and quantity.
- (c) We reserve the right to inspect goods and packaging when required to ensure goods are in saleable condition and the Merchant must retain signed return documentation as Proof of a Return.
- (d) Unless Damaged, Faulty or Incorrectly Delivered, a Restocking Fee will apply to all Items returned.
- (e) A Claim Value of \$100.00 Minimum for Unwanted Goods must be adhered to however Merchants can combine multiple low value credits until \$100 Minimum total is reached.
- (f) Where the value of a claim exceeds \$1,000 a GWA Bathrooms and Kitchens' representative may inspect the returned goods and/or photographic evidence must be made available.
- (g) Baths, Exclusive products, obsolete products, and Made to Order products are non-returnable.

RETURNING UNWANTED GOODS

1. Goods must be in a saleable condition ie) no labels, stickers or markings on the carton and be unopened see Appendix below.
2. Re stocking Fee of either \$35 or 15% (depending on claim value) applied to goods unwanted
3. Time frame for return must be inside 60 days from Date of Invoice.
4. Minimum Claim Value \$100.00
5. Baths, Exclusive, Obsolete, and Made To Order (SMO products are Non-Returnable.

DAMAGED GOODS

1. GWA must be notified of Damaged goods within 48 hours of receipt
2. Photos of damaged goods and packaging must be provided with the claim.

FAULTY GOODS

1. GWA must be notified of Faulty goods within 7 working days of receipt
2. Photos of faulty goods and packaging must be provided with the claim
3. Installed product must be claimed with After Sales & Service, they cannot be made via a credit claim.

SHORT SUPPLY

GWA must be notified within 48 hours of receipt

INCORRECT DELIVERY

GWA must be notified within 48 hours of receipt

RETURNING UNWANTED PRODUCT

EXAMPLES OF RETURNABLE AND NON-RETURNABLE PRODUCTS

	<p>✓ Re-taping required</p>		<p>✗ Damaged product with no packaging</p>		<p>✗ Packaging covered with non GWA labels or writing</p>
	<p>✓ Re-taping required</p>		<p>✓ Re-taping required, minor carton damage</p>		<p>✗ Significant carton damage requiring re-packaging</p>
	<p>✓ Minor creasing</p>		<p>✗ Major creasing Re-packaging required</p>		<p>✗ Torn or destroyed packaging</p>
	<p>✓ Good</p>		<p>✓ Minor creasing</p>		<p>✗ Significant creasing. Re-packaging required</p>
	<p>✗ Modified Product</p>		<p>✗ Installed Product</p>		<p>✗ Missing Components</p>

Claims Policy & Procedure

Policy

- Claim for credit must be within 60 days of invoice
- A restocking fee of 15% with a minimum of \$35 applies per line item
- Refer Conditions of Sale for full policy on Returns & Claims

Procedure

Return Goods – excess to requirement

- Provided goods are in saleable condition and meet the criteria outlined in section 4 of the Conditions Of Sale a credit claim should be faxed or emailed to GWA on 0800 423 825 or claims.nz@gwagroup.co.nz
- Once received a carrier will collect goods from store
- Upon return to GWA goods will be inspected to ensure they are in saleable condition
- Once checked and approved a credit will be passed
- Baths are non-returnable, unless delivered damaged

Return Goods – GWA fault (keying)

- Where goods have been sent in error due to keying GWA will recharge correct product and credit incorrect original invoice (invoice will include original invoice number with REPL added). Notify GWA claims department on 09 279 2700.
- Once notified a carrier will collect goods from store
- Once checked and approved a credit will be passed

Return Goods – GWA fault (picking)

- Where goods have been sent in error due to picking no credit claim is required. Notify GWA claims department on 09 279 2700.
- Replacement goods will be sent at no charge and incorrect goods will be collected

Return Goods – suspect/faulty

- Where goods are deemed to be suspect/faulty a credit claim should be faxed or emailed to GWA on 0800 423 825 or claims.nz@gwagroup.co.nz
- Once received a carrier will collect goods from store
- Upon return to GWA goods will be inspected to ensure they are in saleable condition
- Once checked and approved a credit will be passed

Non returned goods - damaged

- Where a product is damaged on arrival and signed for as such a replacement will be sent at no charge to the store.
- Where goods cannot be checked in immediately due to the size of an order (minimum one pallet) notification must be given to GWA claims department on 09 279 2700 (photographic evidence of damage must also be provided).
- Once supplied and approved store will be given approval to scrap goods

Non returned goods – pricing

- Where a pricing error has occurred on invoice a claim should be faxed or emailed to GWA on 0800 423 825 or claimsnz@gwagroup.co.nz
- Once checked and approved a credit will be passed

GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

1. GENERAL

- (a) These Conditions of Sale (as may be varied under clause 1(c)) apply in respect of every supply of Goods by the Company to the Customer or any representative of the Customer. All other conditions (including the Customer's conditions of purchase, if any), warranties and representations are excluded to the fullest extent permitted by law. Any invoice or other document evidencing or describing any Goods is incorporated into and forms part of these Conditions of Sale.
- (b) Agents or distributors of the Company's Goods have no right or authority, express or implied, to bind the Company.
- (c) The Company may vary the Conditions of Sale at any time by notice in writing to the Customer. Any such variation will take effect from acceptance of the first order for Goods following a notice of the variation being given to the Customer.
- (d) The Customer is required to fulfil the Company's Distributor Criteria, as shown for each product range.

2. PRICE

- (a) Prices for Goods will be as per the Company's Official Price List. All Prices in the Official Price List are exclusive of GST.
- (b) Prices may be altered by the Company with 30 days notice.
- (c) GST, delivery charges, extra packaging surcharges and government taxes, if any, are payable by the Customer.
- (d) The Company may impose a handling and delivery charge of \$10 on invoices less than \$50 (excluding GST).

3. ORDERS, DESPATCH AND DELIVERY

- (a) The receipt of an order for Goods from the Customer constitutes an offer by the Customer to purchase the Goods subject to these Conditions of Sale.
- (b) All orders for Goods should be made in writing, utilising the Company's free fax number or agreed EDI process.
- (c) The Company's catalogues, leaflets, specifications, price lists (including the Official Price List) or any other descriptive material are not an offer to sell to any person the goods described or listed therein.
- (d) If a Quotation is provided by the Company, that Quotation is an invitation for the Customer to trade with the Company and does not constitute an offer by the Company. A Quotation shall remain valid for the period stated in the Quotation and, if no period is stated, for 90 days from the date of the Quotation.
- (e) An order placed by the Customer is not binding on the Company until accepted in writing by the Company. Orders for Goods may be accepted by the Company in whole or in part. Acceptance of orders is at the Company's sole discretion.
- (f) Once accepted by the Company, orders for Goods cannot be amended, suspended or cancelled except with the Company's consent. The Customer shall pay all reasonable expenses incurred by the Company due to amendment, suspension or cancellation.
- (g) Delivery Dates are estimates only and the Company is not liable for any loss or damage for failure to deliver by those dates.
- (h) The Company may make part delivery of any order and render an invoice to the Customer for the Goods delivered. Failure to make delivery of the total order will not invalidate the sale.

4. RETURNS AND CLAIMS

- (a) Products are sold on a non-return basis and unless damaged (refer clause 7), not in conformity with the Company's warranty (refer clause 8) or incorrectly delivered cannot be returned without the prior written approval of the Company.
- (b) Where the Goods are not damaged, are in conformity with the Company's warranty and are not incorrectly delivered, all requests for returns and claims for credit must be made within 60 days of the invoice date.
- (c) All claims for credit must be made in writing with full details, including the Company's invoice number and an approved authorisation number.
- (d) The Company reserves the right to inspect Goods to be returned.
- (e) Goods must be returned according to the Company's procedure for returns for credit or replacement. No credit will be granted if the goods have been damaged or otherwise rendered unsaleable after the Delivery Date.
- (f) The Customer must retain signed return documentation as proof of a return.
- (g) Unless damaged, not in conformity with the Company's warranty or incorrectly delivered, a 15% re-stocking fee per line item, with a minimum charge of \$35.00 applies to all Goods returned and will be deducted from the value of the credit issued.
- (h) Baths are non-returnable, unless delivered damaged.
- (i) The Company may impose a handling and delivery fee of \$15.00 on invoices less than \$100.00 (excluding GST)

GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

5. PAYMENT

- (a) The Customer must pay the Invoice Value within 30 days of the end of the month of delivery of the Goods.
- (b) The Customer shall not be entitled to withhold payment or make any set off or deduction from the price of Goods supplied or from any other payment due by the Customer.
- (c) For the avoidance of doubt, the fact that any Goods have been returned or are to be returned by the Customer under clause 4 does not alter the payment terms on an invoice.
- (d) Interest at 2% per month (calculated on a daily basis) shall be payable on any moneys outstanding by the Customer to the Company from the date payment is due until the date payment is received by the Company, but without prejudice to the Company's other rights and remedies in respect of non-payment or late payment (including, without limitation, its rights to cancel any order that has been accepted by the Company).
- (e) The Customer shall be liable for all costs incurred by the Company in recovering outstanding monies from the Customer, including collection agency fees, legal costs, court costs and bank dishonour fees.

6. RISK AND SECURITY INTEREST

- (a) The Company's responsibility for and risk in the Goods ends on the Delivery Date.
- (b) Title to the Goods will pass from the Company to the Customer on the Delivery Date.
- (c) The Customer grants a security interest to the Company in each and every part of the Goods as security for payment of that part and of each other part or parts of the Goods and for any other amounts owing by the Customer to the Company from time to time, and for the performance by the Customer of all the Customer's other obligations to the Company from time to time.
- (d) The Customer agrees to do anything that the Company reasonably requires to ensure that the Company has a perfected security interest in all the Goods and a purchase money security interest in each part of the Goods to the extent of the purchase price for that part.
- (e) The Customer shall reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement in respect of any security interest under the Conditions of Sale.
- (f) The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest.
- (g) The Company may allocate amounts received from the Customer in any manner the Company determines, including in any manner required to preserve any purchase money security interest it has in any Goods.
- (h) If the Customer is put or goes into receivership, liquidation and/or voluntary administration, or if the Company requires Goods to be returned due to non-payment, the Customer must return Goods in which the Company has a security interest on demand. If the Customer does not return the Goods to the Company within 48 hours of receipt of the demand (or such other time, if any, specified by the Company), the Company may enter the premises of the Customer at any time and do all things necessary to recover the Goods in which it has a security interest. The Customer is liable for all costs associated with the exercise by the Company of its rights under this clause 6(h). The Customer will be in default in relation to all Goods if any Goods are at risk.
- (i) If the Company at any time deems the credit of the Customer to be unsatisfactory, the Company may require the Customer to grant security for payment satisfactory to the Company and may suspend performance of its obligations under any order for Goods until that security is provided. All costs and expenses incurred by the Company as a result of such suspension and any recommencement shall be payable by the Customer.
- (j) The Customer agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Contract, or the security under this Contract, and waives the Customer's rights under sections 121, 125, 129 and 131 of the PPSA.

7. DAMAGE, SHORTAGE, LOSS IN TRANSIT

- (a) The Customer must advise the Company of any damage or shortage of Goods within 48 hours after the Delivery Date, otherwise no liability will be accepted and the Customer will be deemed to have accepted those Goods.
- (b) Goods in transit may be insured against chipping and breakages if requested by the Customer. Rates are available on application to the Company.

GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

8. WARRANTIES AND LIABILITY

- (a) The Company only warrants that the Goods meet the Company's specifications for those Goods, as available on request from the Company.
- (b) The following terms apply subject to clause 8(c):
 - (i) Goods that do not conform with the warranty in clause 8(a) shall at the Company's discretion be repaired or replaced, or the price refunded;
 - (ii) Any right which the Customer may have to reject defective Goods shall only be effective if the Customer notifies the Company in writing within five days following the Delivery Date and the Company is given the opportunity to inspect the Goods;
 - (iii) Except as permitted by these Conditions of Sale, the Company accepts no liability for any claim made by the Customer or any other person, including without limitation any claim relating to or arising from:
 - (aa) any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise;
 - (bb) any representations, warranties, conditions or agreement made by any agent or representative, which are not expressly confirmed by the Company in writing, and the Customer agrees to indemnify the Company against any such claim.
 - (iv) The Company accepts no liability for any claim made by the Customer or any other person if:
 - (aa) any attempt to repair the Goods is made by any person or persons not authorised by the Company to effect those repairs;
 - (bb) the Goods have been dismantled or modified without the approval of the Company;
 - (cc) the Goods have been stored, maintained, installed and/or used in an improper manner or have been used or adapted for a purpose for which they were not designed; or
 - (dd) the Goods have been combined or integrated with other products not manufactured by the Company.
 - (v) In any event, the Company's liability under any claim shall not exceed the price of the Goods.
- (c) Nothing in the Conditions of Sale is intended to have the effect of contracting out of the provisions of the CGA except to the extent permitted by the CGA, and all provisions of the Conditions of Sale shall be read as modified to the extent necessary to give effect to that intention.
- (d) The Customer shall not, in relation to the supply by the Customer of the Goods, give or make any undertaking, assertion or representation in relation to the Goods without the prior approval in writing of the Company.
- (e) If the Goods are acquired by the Customer for business purposes, the Customer agrees that the CGA does not apply. If the Customer on-sells the Goods then it must be a term of the sale contract that the CGA does not apply if the Goods are being acquired for business purposes. The Customer shall, in relation to any supply of the Goods by the Customer, contract out of the provisions of the CGA to the extent that the Customer is entitled to do so under the CGA.
- (f) The Customer must advise the Company immediately of any claim made by any person in relation to the Goods.
- (g) The Customer indemnifies the Company against any liability or cost incurred by the Company under the CGA as a result of any breach by the Customer of the obligations contained in the Conditions of Sale.
- (h) The Company's warranty covers only products manufactured or distributed by the Company.

GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

9. TRADEMARKS

The Customer cannot use the Company's trademarks and trade names without the prior written approval of the Company.

10. FORCE MAJEURE

The Company is not liable for any failure to comply with the Conditions of Sale where the failure is due to circumstances which are not directly within the Company's control, including, but not limited to, acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.

11. PRIVACY ACT

The Customer agrees to the Company obtaining information about the financial standing and credit worthiness of the Customer.

12. DEFINITIONS

CGA: Consumer Guarantees Act 1993

Company: Caroma Industries (N.Z.) Limited, trading as GWA Bathrooms & Kitchens

Conditions of Sale: means these terms of trade themselves together with any and every invoice or other document evidencing or describing, whether by item or kind or otherwise, any Goods, as may be amended by the Company from time to time.

Customer: an approved distributor of GWA Bathrooms & Kitchens products who meets the Company's Distribution Criteria as published from time to time.

Delivery Date: the date on which:

- (a) the Goods are delivered by the Company to a third party carrier; or
- (b) the Goods are delivered by the Company to the Customer's premises; or
- (c) possession of the Goods is given to the Customer;

Whichever is the earliest.

Distributor Criteria: the distributor criteria in respect of the purchase of Goods, published by the Company from time to time.

Invoice Value: the amount stated in the Company's invoice for Goods ordered by the Customer.

Goods: all toilet cisterns, vitreous china, toilet seats and associated accessories and all other goods or other property which, in each case, are ordered by the Customer and supplied by the Company and, for the avoidance of doubt, in each case includes all such goods and property so supplied:

- (a) whether or not described by item or kind that enables them to be identified;
- (b) which are or comprise inventory of the Customer.

Official Price List: the list of prices of Goods set out in the Company's price book or price file or price notifications from time to time.

PPSA means the Personal Property Securities Act 1999.

Price: the price for Goods contained in the Official Price List.

Quotation: a quotation submitted by the Company to the Customer for Goods.

The terms "at risk", "default", "inventory", "perfected", "purchase money security interest", "rights" and "security interest" have the respective meanings given to them under, or in the context of, the PPSA.

GWA Bathrooms & Kitchens

AFTER SALES & SERVICE REQUEST FORM

IMPORTANT

To make a warranty claim, the following documentation must be emailed to Caroma.

- Proof of Purchase (POP)
- Handover documentation for new home
- Warranty Certificate or equivalent documentation must be supplied for warranty claims to be considered

EMAIL SERVICE REQUEST TO: bknservice@gwagroup.co.nz

Source of Complaint:

Installing Plumber

Builder

Homeowner

DISTRIBUTOR DETAILS

Store: _____

Branch: _____

Phone: _____

Fax: _____

Email address: _____

Date: _____

ENDUSER DETAILS (NOT THE PLUMBER OR BUILDER)

Name: _____

Street Address: _____

City/Suburb: _____

Phone Home: _____

Work: _____

Contact Times: _____

Mobile) _____

SUSPECT FAULT DESCRIPTION:

PRODUCT INFORMATION

Product Code: _____

Description: _____

QTY _____

PROOF OF PURCHASE INFORMATION

Proof of purchase _____

Installing Plumber: _____

Plumbers Ph No: _____

NB: GWA Bathrooms & Kitchens will not be liable for costs where a product fault does not exist or if the fault is due to installation, misuse, or falls outside our Warranty period. In these cases, GWA Bathrooms & Kitchens reserves the right to charge a service fee, per callout/site visit. **MUST BE SIGNED BY THE CUSTOMER (ENDUSER)**

Please initial that you accept these conditions

GWA AFTER SALES & SERVICE OFFICE USE ONLY

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