

Englefield Branded Products

Limited Warranty

Warranty against defects – Non Commercial Use

1. 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.

2. In addition to your rights under the Australian Consumer Law, Kohler Co. (**Kohler**) provides a warranty against defects for Englefield branded plumbing fixtures and fittings (**Products**) for the following warranty periods (as regards each specific Product):

Shower enclosures

Acrylic walls	5 YEARS
Door and tray	5 YEARS
Shower seals	1 YEAR

Bathroom furniture

Cabinets and tops	1 YEAR
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Toilets

Tanks and pans	5 YEARS
Seals and washers	2 YEARS
Toilet seats	2 YEARS
Bumpers and hinges	2 YEARS
Flush and fill valves	2 YEARS

Basins

Ceramic	5 YEARS
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Baths and spas

Acrylic shell	5 YEARS
Electronic pumps	1 YEAR
Fittings and components	1 YEAR
Spa and bath fittings	1 YEAR

Tapware

Tapware	7 YEARS
Showerheads	7 YEARS
Shower hoses	2 YEARS

Bathroom accessories

All bathroom accessories	2 YEARS
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Warranty against defects – Commercial Use

2. A warranty claim in relation to a Product used for 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.

What is covered by this warranty

3. Kohler warrants that the Products are free of manufacturing defects for the periods set in paragraph 2 above.

Conditions of this warranty

4. This warranty against defects only applies in Australia and if the Product has been purchased from a dealer authorized by Kohler to supply it (**Authorised Dealer**).

5. Kohler's liability under this warranty against defects is limited, at its option, to:

- (a) repair or replace the defective Product or part of the Product;
- (b) pay, or reimburse to the Purchaser, the cost of repairing the defective Product or part of the Product; or
- (c) refund the purchase price, or part of the purchase price, of the defective Product or part of the Product, to the Purchaser.

6. 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 or faulty repairs, alteration, abuse or misuse (whether undertaken by a contractor, service company, or the Purchaser); or
- (b) if the 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:
 - (i) no cleaners should be used in any "Toilet Cistern" Products;
 - (ii) 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;
 - (iii) no water above a temperature of 55 degrees Celsius should be used on any Product; and
 - (iv) in line water filters must be used with all "Tapware" Products.

7. Without limiting 5 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 or repair or provide a replacement part or Product, or make an appropriate adjustment.

Making a warranty claim

8. A purchaser who wishes to make a claim under the warranty must write to, or telephone or email Kohler.

Contact details are:

Kohler Co.

C/- Crane Distribution Logistics
PO Box 809
Ingleburn NSW 1890

Customer Service

Telephone: 1300 658 277 or (02) 9618 1099
Email address: customer.service@cranedl.com.au

9. A purchaser must provide Kohler with all the 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.

10. 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, travelling and communication costs.

Other rights and remedies

11. 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.

12. 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, defect or deficiency of any kind, in relation to the Products, this document or otherwise.