

GROHE WARRANTIES

AUTHENTIC GROHE

- Each product stands for 'DESIGN & DEVELOPMENT – GROHE GERMANY'.
- GROHE is the first manufacturer in the sanitary sector to include the place of manufacture on its packaging.
- All GROHE products are developed in the GROHE Competence Centre in Germany and tested in German test laboratories.
- GROHE has a global production network of six plants, all of which operate the same high GROHE standards for production and quality.



Product Category	Parts	Sector	Warranty Period (Total)	Parts & Labour	Parts Only
Tapware		Domestic & Residential use (Also includes Hotels)	15 Years	5 Years	10 Years following the initial 5 year labour inclusive period.
		Commercial	2 Years	2 Years	
Showers		Domestic & Residential use (Also includes Hotels)	15 Years	1 Year	14 Years following the initial 1 year labour inclusive period.
		Commercial	15 Years	1 Year	14 Years following the initial 1 year labour inclusive period.
Accessories		Domestic & Residential use (Also includes Hotels)	5 Years		5 Years
		Commercial	2 Years		2 Years
In-Wall cisterns	Tanks	Domestic & Residential use (Also includes Hotels)	15 Years	5 Years	10 Years following the initial 5 year labour inclusive period.
		Commercial	2 Years		2 Years
	Flushing mechanism	Domestic & Residential use (Also includes Hotels)	2 Years	2 Years	
		Commercial	2 Years	2 Years	
	Seals & Washers	Domestic & Residential use (Also includes Hotels)	1 year		1 Year
		Commercial	1 Year		1 Year
Replacement parts (purchased)		Domestic & Residential use (Also includes Hotels)			1 Year
		Commercial			1 Year

NO labour period for showers sold in New Zealand - parts only

Products purchased outside New Zealand are not covered by this warranty as they may not meet local regulations.

Tapware & In-Wall Tanks purchased prior to 1st November 2008 are covered by a 5 year parts & labour warranty.

Showers purchased prior to 1st April 2013 are covered by a 5 year parts and labour warranty.

Shower hoses and hand-pieces purchased prior to 1st April 2013 are covered by a 1 year parts and labour warranty.

If the products have been installed by a property developer, customers should contact the developer or the management office for warranty service.

Domestic Use

This warranty covers faults in product construction, materials and assembly supplied for Domestic Use. For the purposes of this warranty 'Domestic Use' means use for all residential or personal accommodation applications such as private dwellings, hotels, motels and retirement villages.

Products which are found upon inspection by an authorized representative to be defective in construction, material or assembly, will be repaired or exchanged with an equivalent product free of charge within the warranty period outlined in the table. Replaced items become Grohe's property.

Spare Parts & Labour

The labour for the replacement of products and spare parts to which this warranty applies will be supplied by Grohe or relevant supplier / Distributer using licensed plumbers engaged by local Grohe distributor or relevant supplier.

Spare parts found upon inspection by an authorised Grohe representative to be defective in construction, material or assembly, will be replaced free of charge.

Warranty Conditions

This warranty will apply only under all of the following conditions:

- The item has been installed by a plumber or tradesperson
- Licensed to install this product
- The item has been installed for and subjected to domestic use only
- Failure is due to a fault in the manufacture of the product
- Proof of purchase (including the date of purchase) is provided
- The installation of the product is in accordance with the instructions provided
- This warranty does not cover products purchased as an ex-display without being fully checked and tested for sale by the manufacturer.
- This warranty does not include faults caused by:
 - Unsuitable or improper use
 - Incorrect installation or installation not in accordance with the instructions provided
 - Installation or part installation by the purchaser or any person other than a licensed plumber or tradesperson licensed to install this product
 - Normal wear and tear
 - Inadequate or complete lack of maintenance
 - Chemical, electrochemical or electrical influences
 - Harsh detergents or abrasive cleaners used on product

Commercial Use

For the purposes of this warranty 'Commercial Use' means anything other than Domestic Use, including use in commercial applications in commercial or non-residential premises, public buildings such as schools and sports centre, and in other commercial establishments such as hospitals and restaurants.

The Commercial Use warranty covers this product against manufacturing faults in the construction, material and assembly of both the finished products and any spare parts. Products and spare parts which are found upon inspection by an authorised Grohe representative to be defective in construction, material or assembly will be repaired or exchanged free of charge.

Replaced items become Grohe's property. The labour for the replacement of products and spare parts to which this warranty applies will be supplied by Grohe or relevant supplier using licensed plumbers engaged by Grohe or relevant supplier. The Warranty Conditions and exclusions which apply to the domestic use warranty also apply to this commercial warranty.

Exclusions

To the fullest extent permitted by law, Grohe excludes all liability for damage or injury to any person, damage to any property, and any indirect consequential or other loss or damage.

Claim Procedure

For all warranty queries customers are to contact the branch where the product was purchased. These details can be found on your purchase invoice. General contact details for Grohe support is as follows:

Robertson

25 Vestey Drive
Mt Wellington, Auckland
(09) 573-0490
sales@robertson.co.nz

The benefits given by this warranty are in addition to the other rights and remedies that consumers may have under the New Zealand Consumer Law and any other applicable laws.

ROBERTSON NZ LIMITED - TERMS OF TRADE

In these Terms of Trade we have used “we”, “us” and “our” to refer to Robertson NZ Limited and “you” to refer to our customer. By ordering goods from us you agree to these Terms. For the purposes of these Terms, “Goods” means all goods to be provided by us to you and includes any associated services that we may provide to you.

1. QUOTATIONS

- 1.1 Any quotation provided by us to you is not capable of acceptance and is provided by us on the following basis:
 - a. the Goods to be ordered must be the total number of Goods set out in the quotation;
 - b. the price set out in the quotation is an estimate only. However, we do commit to maintaining the price set out in the quotation subject only to all specifications remaining the same and recovery of additional costs incurred by us due to manufacturer’s price increases and exchange rate changes. [Note that the exchange rate is determined by reference to the rate of exchange applicable as at the close of business on the day the quotation is supplied. Please note that should the NZ\$ exchange rate deteriorate from the rate at the time of the quotation then we reserve the right to re-tender the quotation. As soon as an order is placed and confirmed by us, then the price is fixed and all exchange rate risk becomes ours];
 - c. unless otherwise agreed in writing, prices are quoted exclusive of GST; and
 - d. that these Terms (including our payment terms) will apply in respect of any order placed by you based on our quotation.
- 1.2 You may place an order based on a quotation provided by us to you (including by signing and returning the Quotation Acceptance Form) and on receipt of the order we will advise you within 30 days if we accept your order in accordance with these Terms in our sole discretion.
- 1.3 If we advise you that we accept your order, your order will be binding and you must complete the purchase of all Goods set out in your order and the Goods ordered are not returnable by you (subject to law).
- 1.4 If you have not placed an order within 30 days of receiving our quotation but you wish to proceed with the order, please let us know and we will provide you with a revised quotation. Also, please advise us if there are any changes to the specifications or quantities from that set out in any quotation provided by us to you as a revised quotation will be required [as any changes may affect prices and delivery times].
- 1.5 Notwithstanding clause 1.3, if we (in our sole and absolute discretion) elect to permit you to return the Goods, we may charge you a restocking fee equal to 20% of the price for the Goods.

2. TITLE AND RISK

- 2.1 We shall retain title to Goods we supply until they have been paid for in full and you have performed all your other obligations under these Terms.
- 2.2 Risk in all Goods passes to you when the Goods are collected. You shall insure Goods for their full price, and shall not sell, dispose or part with possession of them or do anything else inconsistent with our ownership of the Goods, from collection until title in them passes to you.

3. PRICE

- 3.1 All prices are plus GST and other taxes and duties, which shall be paid by you.
- 3.2 Unless we have provided you with a quotation (and an accepted order has been made in respect of the quotation) or we have otherwise agreed in writing the price you will pay for the Goods, the amount you will be charged will be the price as at the date of collection. Our prices are subject to change without notice.

4. PAYMENT

- 4.1 You must pay for Goods on their collection, unless we decide otherwise.
- 4.2 We are under no obligation to supply Goods to you on credit. If we grant you credit, you agree to pay our invoices by the 20th of the month following the date of the invoice.
- 4.3 You agree to give any securities as we may from time to time require, in the form required by us, and to comply with all of your obligations under those securities.
- 4.4 We may notify you at any time that we are going to stop supplying Goods to you on credit. This shall be without prejudice to your obligation to pay amounts owing.
- 4.5 All payments shall be made without set-off or deduction. Receipt of a cheque, bill of exchange, or other negotiable instrument will not constitute payment and you remain liable for payment until payment is received by us. We may apportion payments to outstanding accounts as we see fit.

5. DELIVERY

- 5.1 If we accept your order, we will advise you of the estimated delivery time frames. Please note that special orders may require an 8 - 12 week lead time.
- 5.2 Any delivery time specified by us to you will be an estimate only and we exclude any liability whatsoever to you arising from us not meeting the estimated delivery time.
- 5.3 If we agree in writing to do so, we will deliver the Goods to the address notified by you to us. We will deliver the Goods to one address only (unless we specifically agree in writing to deliver to more than one address). If we do not agree in writing to deliver the Goods to you, the Goods must be collected from our premises.

6. DEFAULT

- 6.1 You will be in default if:
 - a. you fail to pay any amount due under these Terms by the due date for payment;
 - b. you commit a breach of any of your other obligations under these Terms or the terms of any other contract you have entered into, or enter into in the future, with us or one of our related entities;
 - c. you become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with your creditors, commit an act of bankruptcy, cease to be of full legal capacity, or die;
 - d. Goods that we have retained title to are at risk; or
 - e. an event or a series of events (whether related or not) occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations to us.
- 6.2 If you are in default then we may, at our option, do any one or more of the following:
 - a. charge you default interest at 12% per annum on any late payments calculated on a daily basis from the due date until the date payment is received (both before and after judgment);
 - b. require you to remedy the default in the manner and within a period that we tell you;
 - c. require you to pay to us all amounts you owe us immediately;
 - d. suspend or terminate your account with us;
 - e. enforce security interests created by these Terms;
 - f. exercise any rights that we have under these Terms or that are available to us at law.
- 6.3 We may suspend or terminate your account with us at any time in our sole discretion. If your account is terminated, you must immediately pay us any amount you owe us. Termination will not affect any of our rights that have arisen before termination.

7. PERSONAL PROPERTY SECURITIES ACT 1999 (“PPSA”)

- 7.1 Clause 2.1 creates a security interest in Goods we supply to you. You shall not grant any other security interest or any lien over Goods that we have a security interest in.

- 7.2 At our request you shall promptly sign any documents and do anything else required by us to ensure our security interest constitutes a first ranking perfected security interest in the Goods. We may at any time enter your premises and properties to uplift Goods that we have a security interest in.
- 7.3 If Goods that we have a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled Goods, our security interest will continue in the whole in which they are included. You shall not grant any other security interest or any lien in either the Goods or in the whole.
- 7.4 You waive any rights you may have under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA.
- 7.5 You waive your right to receive a copy of any verification statement (as that term is defined in the PPSA).
- 7.6 You shall give us prior written notice of any proposed change of your name or address.

8. WARRANTIES

- 8.1 If we have provided an express warranty or guarantee to you in respect of the Goods (“Extended Warranty”) the Extended Warranty is strictly subject to the terms and conditions that apply to the Extended Warranty including, without limitation, that the Extended Warranty applies to the provision by us of a free replacement or replacement part (or nearest equivalent) for the Goods within the warranty period prescribed in the Extended Warranty but it does not include the cost of labour.
- 8.2 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms and any express warranties provided by us to you which apply to the Goods, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 8.3 You agree that the guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire goods and services from us “in trade” in terms of sections 2 and 43 of that Act.

9. LIMITATION OF LIABILITY

- 9.1 Except as expressly otherwise provided by clauses 8.1 or 8.2, we shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from Goods provided by us to you.
- 9.2 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Goods concerned. If Goods are returned by you, or if you make a claim in writing to us in relation to Goods provided, we may, in our discretion, repair or replace the Goods, or refund the price of those Goods to you, provided that:
 - a. the Goods must be returned or the claim must be made in writing to us within two calendar month(s) of collection; and
 - b. you must supply the date and number of any invoice relating to the Goods; and
 - c. we must be given a reasonable opportunity to inspect the Goods.

10. PRIVACY OF INFORMATION

- 10.1 You authorise us:
 - a. to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
 - b. to disclose information about you:
 - i. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - ii. to our suppliers, who in turn may disclose the information to their suppliers, for the purposes of marketing, product warranty and provision of technical support; and
 - iii. to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms.
- 10.2 You consent to us, or any financier or credit-rating agency, making enquiries of and obtaining any information about your financial standing and credit worthiness.

11. CONFIDENTIALITY

- 11.1 You shall at all times treat as confidential all non-public information and material received from us and shall not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any new Intellectual Property and prices. For the purposes of this clause, “Intellectual Property” means all intellectual property rights including, without limitation, copyright, patent and design rights, drawings, documents, data, ideas, procedures, calculations and all other statutory and common law rights and interests.

12. DISPUTES

- 12.1 Any claim or dispute arising under these Terms shall be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

13. FORCE MAJEURE

- 13.1 If we have given you a time for collection of the Goods (or any part of them), such time is approximate only and is not deemed to be of the essence.
- 13.2 We shall not be liable for delay or failure to perform our obligations under these Terms if the cause of delay or failure is beyond our reasonable control.

14. GENERAL

- 14.1 These Terms replace any earlier representations, warranties, understandings and agreements (whether oral or written), and together with the Quotation Form and Quotation Acceptance Form (if any), constitute the entire agreement between us and you relating to their subject matter.
- 14.2 Any notice may be given by phone, in person, posted, or sent by facsimile or email to you or where you are a company, to any of your directors.
- 14.3 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms.
- 14.4 You shall not transfer or assign your rights, powers or obligations under these Terms without our prior written consent.
- 14.5 No failure or delay by us in insisting upon the strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.
- 14.6 We may change these Terms at any time. Any change applies from when we notify you of that change.

Where to view and purchase products

You can view and purchase our products nationwide from our supporting bathroom suppliers. To find your nearest location visit ROBERTSON.CO.NZ or alternatively visit our Robertson Bathware Showrooms or Home Ideas Centres at these locations below.

robertson[®]
BATHWARE
— SINCE 1987 —

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EMAIL: sales@robertson.co.nz

ROBERTSON.CO.NZ

AUCKLAND SHOWROOM

25 Vestey Drive, Mt Wellington Auckland 1060
Open Monday to Friday 8.30am - 5pm
Saturday 9am - 1pm Closed Sunday

WELLINGTON SHOWROOM

23 Marion St, Te Aro, Wellington 6011
Open Monday to Friday 8am - 5pm
Closed Saturday and Sunday

**HOME
IDEAS**

AUCKLAND

165 The Strand
Parnell, Auckland
PH: +64 (0)9 303 4755

CHRISTCHURCH

37 Mandeville Street
Riccarton, Christchurch
PH: +64 (0)3 348 2863

Open Monday to Friday 9am - 5pm
Saturday 10am - 4pm Sunday 11am - 4pm

HOMEIDEAS.CO.NZ