



WARRANTY

2017

SCHEDULE

WARRANTY CARD

Express Warranties - 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 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.

In addition to the above obligations Phoenix Industries Pty Ltd (ABN 48 007 215 876) (Phoenix Tapware), as the importer or manufacturer of the relevant product, offers the warranties in this Warranty Card subject to the terms and conditions set out in this Warranty Card.

The warranties in this Warranty Card are personal to the person who acquires the product from the relevant retailer for their own consumption or use and not for resale or resupply (the consumer) and claims under this Warranty Card cannot be made by anyone other than the consumer.

Where a product is covered by a parts and labour warranty, the warranty covers both the repair of the defective part or the provision of a spare part to replace the defective part and the installation of that part.

Where a product is covered by a parts only warranty, the warranty covers only the repair of the defective part or the provision of a spare part to replace the defective part and does not include the removal of the defective part or the installation of the repaired or replaced part.

1. Warranty Periods: Residential

Subject to the exclusions in section 3, Phoenix Tapware warrants that the below products which are provided for any consumers who use the products manufactured by Phoenix Tapware in any residential home will be free from defects of materials or workmanship for the periods specified below (with each of the below periods commencing on the date of purchase or, for new buildings, the date of handover).

Note: These warranty periods apply only to products purchased after 1 July 2014 and begin from the earlier of:

- the date the product is installed; and
- 6 months after the product is purchased.

| Category | Warranty Period | Warranty Details |
|--------------------|-----------------|--|
| European Cartridge | Lifetime | <ul style="list-style-type: none"> • Lifetime replacement cartridge • 7 years replacement product or parts¹ • 1 year replacement product or parts & labour |
| Mixers | 15 Years | <ul style="list-style-type: none"> • 15 years replacement cartridge • 7 years replacement product or parts¹ • 1 year replacement product or parts & labour |
| Showers | 15 Years | <ul style="list-style-type: none"> • 15 years replacement products or parts • 1 year replacement product or parts & labour² |
| Tapware | 7 Years | <ul style="list-style-type: none"> • 7 years replacement products or parts • 1 year replacement product or parts & labour³ |
| Accessories | 7 Years | <ul style="list-style-type: none"> • 7 years replacement products or parts |

¹Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt, or thread tape etc. ² Includes all Chrome Hand Showers, Rail Showers and Standard Showers. All other finishes are subject to a 3 year replacement products or parts, and 1 year replacement product or parts & labour. ³ Jumper valves and ceramic disc spindles; 1 year parts only

2. Warranty Periods: Commercial

Subject to the exclusions in section 3, Phoenix Tapware warrants that the below products which are provided for any consumers who use the products manufactured by Phoenix Tapware other than in a residential home (for example hotels, aged care facilities, hospitals, schools, factories, motels) will be free from defects of materials or workmanship for the periods specified below (with each of the below periods commencing on the date of purchase or, for new buildings, the date of handover).

Note: These warranty periods apply only to products purchased after 1 July 2014 and begin from the earlier of:

- the date the product is installed; and
- 6 months after the product is purchased.

| Category | Warranty Period | Warranty Details |
|---------------|-----------------|------------------------------|
| All Products* | 1 Year | Replacement parts and labour |

*Includes mixers, tapware and showers. Accessories are subject to 1 year replacement parts only.

3. Warranty Exclusions

Subject always to any overriding obligation pursuant to the Australian Consumer Law, the above warranties shall not apply where:

- the consumer is not able to provide proof of purchase or equivalent documentation which confirms that the relevant product was purchased from a Phoenix Tapware authorized distributor or reseller;
- the relevant products are not installed by a licensed plumber and in accordance with the manufacturer's installation instructions and, in particular:
 - other devices must not be fitted to the outlet of tap ware or tap (for example water filters);
 - non-approved water flow regulating devices must not be fitted;
 - outlet aerator inserts must be regularly cleaned and replaced;
- the relevant product requires repairs due to damage resulting from accident, misuse (including use for incorrect applications), incorrect installation, cleaning or maintenance, unauthorised modification, tampering or unauthorised repairs by any persons, use of defective or incompatible accessories or exposure to abnormally corrosive conditions, adhesives or sealants;
- the product is not a product which was manufactured or imported by Phoenix Tapware or was not purchased in Australia as a brand new product;
- the product is not the product to which this Warranty Card was attached or supplied with;
- the defective part relates to a consumable part of the Phoenix Tapware product which require routine replacement;
- the products are not to relevant National Standards and State Regulations;
- the relevant products are exposed to environmental elements;
- the relevant products are exposed to water pressures and or temperatures that exceed the following limitations:
 - Maximum Temperature; 75 degrees;
 - Maximum Pressure; 500kPa;
 - Minimum Temperature; - 1 degree; and

- Minimum Pressure; 150kPa (300kPa for Shower/Bath Diverters);
Note: AS/NSZ 3500.1-2003 (Clause 3.3.4) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations.
- Showers may not be suitable for use within:
 - Gravity-fed water systems
 - Some instantaneous hot water systems; or
 - Pressure supply less than 150kPa;
 Note: The 500kPa maximum water supply pressure does not apply to fire service outlets.
- damage occurs as a result of obstructions due to inadequate flushing of system before use;
- services or repairs with non-standard replacement parts have been previously undertaken without Phoenix Tapware's written approval;
- damage to finishes which arise from installation or post installation use; and
- failure to observe manufacturers care and cleaning instructions as set out below in section 7.

Any work carried out in relation to a warranty claim is limited to the pre-approved scope of work. Additional work will require authorization from Phoenix Tapware's After Sales & Services Departments.

4. How to make a claim

Consumers may make a claim under a warranty in this Warranty Card by contacting Phoenix Tapware on +61 3 9780 4242 or aftersales@phoenixtapware.com.au.

To make a valid claim under a warranty in this Warranty Card, a consumer must:

- lodge the claim with us as soon as possible and no later than 10 Business Days after they first become aware of the breakdown;
- provide reasonable proof of purchase;
- if the product was installed in a new home, provide handover or equivalent documentation; and
- provide details relating to the proposed warranty claim.

Claims will be processed through Phoenix Tapware's Customer Service. Each claim will be issued with a claim number which is recorded by Phoenix Tapware.

5. Warranty claims

If a consumer makes a valid claim under a warranty in this Warranty Card and none of the exclusions set out in section 3 apply, Phoenix Tapware will, at its election, either:

- repair the relevant part of the product; or
- replace the relevant part of the product with a product of identical specification (or where the product is superseded or no longer in stock, with a product of as close a specification as possible).

Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the products.

Phoenix Tapware will not be liable for any claims for labour, additional products or parts associated with alleged faulty product for work not approved in advance by Phoenix Tapware in writing. Phoenix Tapware requires adequate access to products, fittings and fixtures to undertake warranty repairs. Phoenix Tapware will not be responsible for any damage or costs (including any consequential damage or costs) where adequate access to product fittings and

fixtures is not accessible.

6. Costs of warranty claim

Should any warranty claim be made and, in the opinion of Phoenix Tapware or a Phoenix Tapware authorized Service Agent 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 to the products for which Phoenix Tapware is responsible, Phoenix Tapware has the right to charge a service fee for each service staff attending the consumer's premise where products have been installed.

7. Tapware and Accessories - Care and Cleaning Instructions

- Under no circumstances should tapware be installed using acetone silicones.
- Never use harsh detergents, citrus based cleaners or abrasive cleaners, on any products as these will scratch the surface.
- Where your tapware remains dry in use, a soft cloth can be used to remove surface dust. Alternatively, a wipe over with warm soapy water is all that is required to maintain the finish in perfect condition for a lifetime of use.
- Use of wax based furniture cream should be avoided as these can result in a build-up of deposits, which could detract from the appearance.
- Do not use undue pressure when wiping.

8. Person giving the Express Warranties

The person who gives the express warranties in this warranty card is:

Name: Phoenix Industries Pty Ltd (ABN 48 007 215 876)

✉ 926 Mountain Highway, Bayswater, Victoria 3153

☎ +61 3 9780 4242

☎ +61 3 9729 3746

@ aftersales@phoenixtapware.com.au

Note: Phoenix Tapware reserves the right to alter, or amend this warranty offer in writing at any time. Phoenix Tapware reserves the right to provide minor components (e.g. handles, aerators, buttons, dress rings, hinges, clips, rod and washers) as 'Parts Only' to the customer.