

## CLAIM PROCESS - STOCK

**Contact GWA Bathrooms & Kitchens for all Delivery issues within 72 hours of receipt either by:**

**Customer Service: Email** nzgeneralenquiries@gwagroup.co.nz  
**Phone** 0800 CAROMA

**Claims: Email** claims.nz@gwagroup.co.nz  
**Phone** 0800 CAROMA

- (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) GWA Bathroom and Kitchens reserve the right to inspect goods and packaging when required to ensure goods are in saleable condition.
- (d) Goods must be returned according to GWA Bathroom and Kitchen's procedure for returns for credit or replacement.
- (e) The Merchant must retain signed return documentation as Proof of a Return.
- (f) Unless damaged, Faulty or incorrectly delivered, a Restocking Fee will apply to all Items returned and is payable within 30 days of the end of the month in which the credit is issued.
- (g) A Claim Value of \$200.00 Minimum for Unwanted Goods must be adhered to however Merchants can combine multiple low value credits until \$200 Minimum total is reached.
- (h) Where the value of a claim exceeds \$2,000 GWA Bathrooms and Kitchens' will require photographic evidence to be made available for assessment.  
If it is determined that photographic evidence is not sufficient, a representative will attend the merchant's premises to physically inspect the goods to be returned.
- (i) Exclusive, Obsolete, Made to Order and Commodity 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 15% applied to goods unwanted.
3. Time frame for return must be inside 90 days from Date of Invoice.
4. Minimum Claim Value \$200.00.
5. Exclusive, Obsolete, Made To Order (SMO) and Core Range products are Non-Returnable.

### DAMAGED GOODS

1. GWA must be notified of Damaged goods within 72 working hours of receipt into store.
2. Photos of damaged goods and packaging must be provided with the claim.

### SHORT SUPPLY / INCORRECT STOCK DELIVERY

GWA must be notified within 72 working hours of receipt into store.

### FAULTY GOODS

GWA must be notified of Faulty goods within the Warranty period.

1. Photos of faulty goods and packaging must be provided with the claim.
2. Installed product must be claimed with After Sales & Service, they cannot be made via a credit claim.

**After Sales & Service: Email** bknzservice@gwagroup.co.nz  
**Phone:** 0800 CAROMA



## RETURNING UNWANTED PRODUCT

### EXAMPLES OF RETURNABLE AND NON RETURNABLE PRODUCTS



✓ Re-taping required



✗ Damaged product with no packaging



✗ Packaging covered with non GWA labels



✓ Re-taping required



✓ Re-taping required, minor carton damage



✗ Significant carton damage requiring re-packaging



✓ Minor creasing



✗ Major creasing, Re-packaging required



✗ Torn or destroyed packaging



✓ Good



✓ Minor creasing



✗ Significant creasing, Re-packaging required



✗ Modified Product



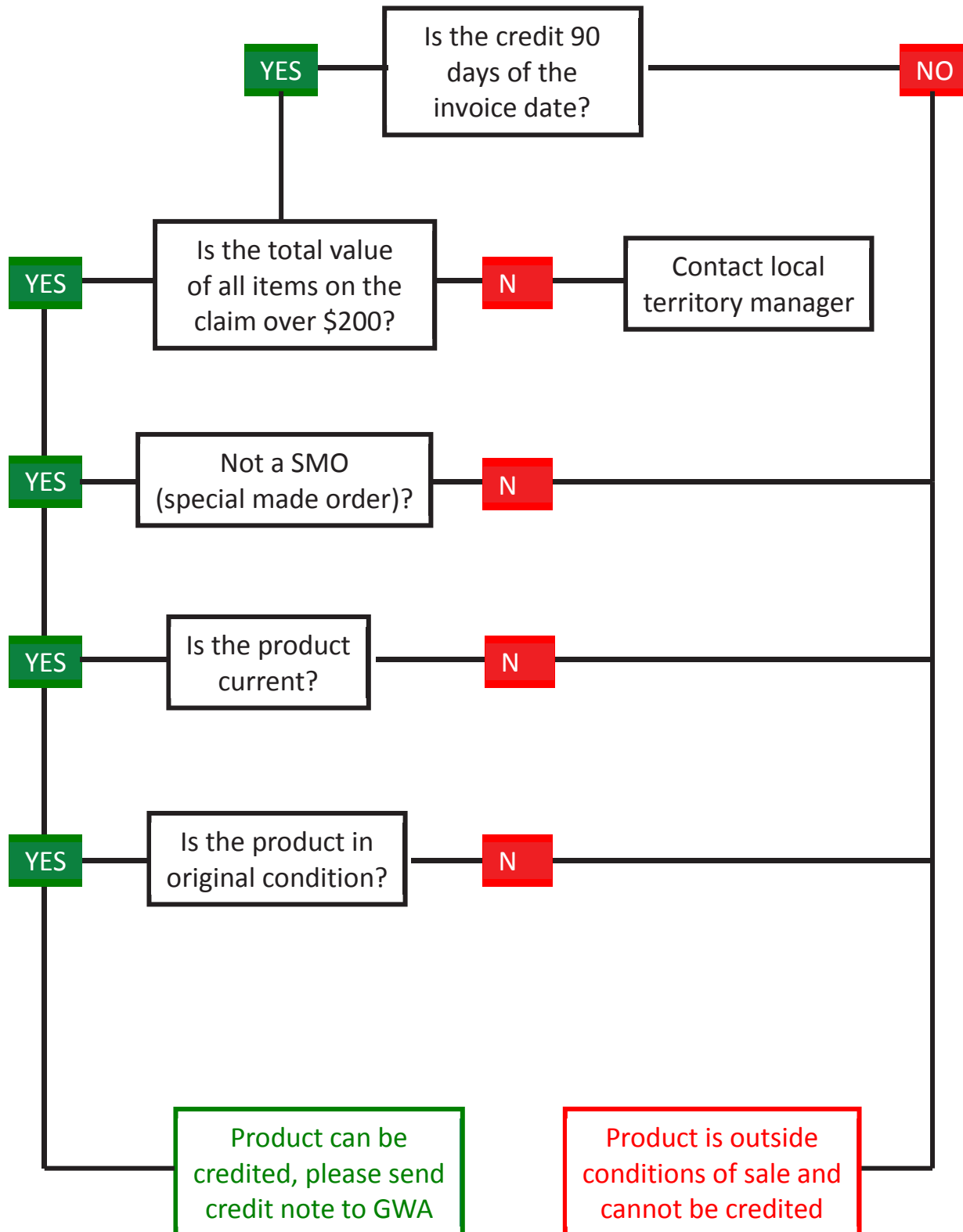
✗ Installed Product



✗ Missing Components



**Return criteria**



# AFTER SALES & SERVICE REQUEST FORM



GWA  
Bathrooms & Kitchens

**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](mailto:bknservice@gwagroup.co.nz)**

Source of Complaint:  Installing Plumber  Builder  Homeowner

### DISTRIBUTOR DETAILS

Store: \_\_\_\_\_ Branch: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_ Date: \_\_\_\_\_

### END USER 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: \_\_\_\_\_ Quantity: \_\_\_\_\_

\_\_\_\_\_

### PROOF OF PURCHASE INFORMATION

Proof of Purchase: \_\_\_\_\_ Installing Plumber: \_\_\_\_\_ Plumbers Phone 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 (END USER)**

Please initial that you accept these conditions

### GWA AFTER SALES & SERVICE OFFICE USE ONLY

#### GWA Bathrooms & Kitchens

41 Jomac Place,  
Avondale, Auckland 1026

**Phone:** 0800 CAROMA

**Fax:** +64 9 279 2709 or 0800 423 825

**Web:** [caroma.co.nz](http://caroma.co.nz)

# GWA BATHROOMS & KITCHENS **WARRANTY PERIODS**

While all Caroma Industries Limited (“CAROMA”) products are manufactured to the highest standard, in addition to the guarantees provided under the New Zealand Competition and Consumer Act 2010 (“NZCC”), we offer varying extended warranty periods (please refer to below table) from the date of purchase or handover that our Products are free from all defects in materials and workmanship, subject to the terms and conditions that follow, for additional peace of mind.

GWA warranty periods have changed over time so dependent on when you purchased your product the warranty period may be different to what is stated in this booklet.

## **Updated Warranty Terms Post-17th February 2020**

GWA Bathrooms & Kitchens updated the residential and commercial warranty periods and conditions for all Caroma products purchased on and after 17th February 2020. Product purchased before the 17th February 2020, will still be warranted under the terms and periods as detailed on page 19 and page 20.

**For all After Sales & Service enquiries please contact GWA Bathrooms & Kitchens on 0800 CAROMA.**

<b>Sanitaryware</b>		
<b>For product purchased on or after 17th February 2020</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Basins	20/1 years	20 years replacement product 1 year parts and labour
Bidettes	20/1 years	20 years replacement product 1 year parts and labour
Toilet Suites (All Cisterns & Pans)	20/1 years	20 years replacement product* 1 year parts and labour
Seats	5 years	5 years replacement product or parts
Urinals (Front of Wall)	20/1 years	20 years replacement product 1 year parts and labour
Urinal (Rough-in Electronic Kit)	2 years	2 years replacement product or parts
Accessories & Spare Parts	1 year	1 year replacement product or parts

<b>Baths</b>		
<b>For product purchased on or after 17th February 2020</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Baths - Acrylic & Steel Shell	20/1 years	20 years replacement product 1 year parts and labour
Accessories & Spare Parts	1 year	1 year replacement product or parts

\* Excludes inlet and outlet valve washers - 1 year parts and labour only.

# Where under this warranty we repair or replace a product or part, the warranty applicable to the repaired or replaced product or part runs from the date of original purchase.

## GWA BATHROOMS & KITCHENS **WARRANTY PERIODS**

<b>Taps, Outlets, Mixers, Showers, Bathroom Accessories</b>		
<b>For product purchased on or after 17th February 2020</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma Residential &amp; Commercial Warranty</b>		
Taps, Outlets, Mixers	20/10/1 years	20 years replacement products or parts <sup>†</sup> 10 years Tapware Engine™ <sup>*</sup> 1 year Labour, Finishes**, Pull Down/Out Hoses, Spray Heads, Ceramic Disc Spindles <sup>†</sup>
Showers, Grab Rails/Grab Rail Showers	20/1 years	20 years replacement product 1 year - Labour, Finishes**, Sliders, Soap Dishes, Wall Fixings, Mounting Brackets, Metal Flex Hoses
Accessories	5/1 years	5 years replacement product 1 year - Labour, Finishes**, Wall Fixings, Mounting Brackets
Spare Parts	5 years	5 years replacement product or parts
PVD Coating <sup>‡</sup>	5 years	5 years replacement product or parts
<b>Caroma Commercial Warranty</b>		
Electronic Tapware	2/1 years	2 years replacement product 1 year - Finishes** & Labour
Accessories & Spare Parts	1 year	1 year replacement product or parts e.g. Towel Rails, Toothbrush & Toilet Roll Holders, Soap Holders etc.
TMV's	5/1 years	5 years replacement product 1 year - Finishes** & Labour

<b>Stainless Steel Kitchen Sinkware, Laundry Tubs &amp; Accessories</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Sinks	Lifetime <sup>^</sup> /1 years	Lifetime <sup>^</sup> replacement product or parts 1 year replacement product or parts and labour
Tubs	Lifetime <sup>^</sup> /1 years	Lifetime <sup>^</sup> replacement product or parts 1 year replacement product or parts and labour
Accessories & Spare Parts	1 year	1 year replacement product or parts

<sup>^</sup> Note: The extended warranty only applies to the original owner and is not transferable.

<sup>\*</sup> Tapware Engine™ - Includes ceramic disc mixer cartridge, aerator, ultra flex pex hose.

<sup>†</sup> Plastic Jumper Valves - 3 months parts only or Copper Jumper Valves - 12 months parts only.

Note: Damage from pieces of copper tube, plastic tube, sand, dirt or thread tape etc. are not covered by warranty.

<sup>\*\*</sup> Non-PVD finishes

<sup>‡</sup> PVD (Physical Vapour Disposition) Coating

<sup>#</sup> Where under this warranty we repair or replace a product or part, the warranty applicable to the repaired or replaced product or part runs from the date of original purchase.

## GWA BATHROOMS & KITCHENS **WARRANTY PERIODS**

<b>Smart Command</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Invisi II Electronic Panel	2/1 years	2 years replacement product 1 year parts and labour*
Tapware	2/1 years	2 years replacement product 1 year parts and labour*
Urinal (Rough-in Electronic Kit)	2/1 years	2 years replacement product 1 year parts and labour*
Gateway	2/1 years	2 years replacement product 1 year parts and labour*
Concentrator	2/1 years	2 years replacement product 1 year parts and labour*
Intelligent Shower	2/1 years	2 years replacement product 1 year parts and labour*
Eco-Valve	2/1 years	2 years replacement product 1 year parts and labour*
Warranty subject to Smart Command Terms and Conditions		

\* Excludes inlet and outlet valve washers - 1 year parts and labour only.

# Where under this warranty we repair or replace a product or part, the warranty applicable to the repaired or replaced product or part runs from the date of original purchase.

# GWA BATHROOMS & KITCHENS **WARRANTY PERIODS**

## **Caroma Obsolete Warranties**

GWA warranty periods have changed over time so dependent on when you purchased your product the warranty period may be different to what is stated in this booklet.

**Please contact GWA Bathrooms & Kitchens After Sales & Service on 0800 CAROMA.**

<b>Sanitaryware</b>		
<b>For product purchased before 17th February 2020</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Basins	10/1 years	10 years replacement product 1 year parts and labour
Bidettes	10/1 years	10 years replacement product 1 year parts and labour
Toilet Suites (All Cisterns & Pans)	10/1 years	10 years replacement product* 1 year parts and labour
Seats	1 year	1 year replacement product or parts
Urinals (Front of Wall)	10/1 years	10 years replacement product 1 year parts and labour
Urinal (Rough-in Electronic Kit)	2 years	2 years replacement product or parts
Accessories & Spare Parts	1 year	1 year replacement product or parts

<b>Baths</b>		
<b>For product purchased before 17th February 2020</b>		
<b>Range</b>	<b>Warranty#</b>	<b>Comments</b>
<b>Caroma</b>		
Baths - Acrylic & Steel Shell	10/1 years	10 years replacement product 1 year parts and labour
Accessories & Spare Parts	1 year	1 year replacement product or parts

\* Excludes inlet and outlet valve washers - 1 year parts and labour only.

# Where under this warranty we repair or replace a product or part, the warranty applicable to the repaired or replaced product or part runs from the date of original purchase.



## GWA BATHROOMS & KITCHENS **WARRANTY PERIODS**

<b>Taps, Outlets, Mixers, Showers, Bathroom Accessories</b> For product purchased between 7th September 2015 and 17th February 2020		
Range	Warranty#	Comments
<b>Caroma Residential</b>		
Taps, Outlets, Mixers	10/1 years	10 years Tapware Engine™ & Parts* 1 year - Labour, Finishes, Pull Down/Out hoses, Spray Heads, Ceramic Disc Spindles†
Showers	10/1 years	10 years replacement product 1 year - Labour, Finishes, Sliders, Soap Dishes, Wall Fixings, Mounting Brackets, Metal Flex hoses
Grab Rails/Grab Rail Showers	5/1 years	5 years - grab rail part only 1 year replacement product or parts
Accessories	5/1 years	5 years replacement product 1 year - Labour, Finishes, Wall Fixings, Mounting Brackets
Spare Parts	1 year	1 year replacement product or parts
<b>Caroma Commercial Warranty</b>		
Taps, Outlets, Mixers	10/7/1 years	10 years Tapware Engine™** 7 years replacement product or parts† 1 year - Labour, Finishes, Pull Down/Out hoses, Spray heads, Ceramic Disc Spindles†
Electronic Tapware	2/1 years	2 years replacement product 1 year - Finishes & Labour
Showers	7/1 years	7 years replacement product 1 year - Labour, Finishes, Sliders, Soap Dishes, Wall Fixings, Mounting Brackets, Metal Flex hoses
Grab Rails/Grab Rail Showers	5/1 years	5 years - grab rail part only 1 year replacement product or parts
Accessories & Spare Parts	1 year	1 year replacement product or parts eg. towel rails, tooth brush & toilet roll holders, soap holders etc.
TMV's	5/1 years	5 years replacement product 1 year - Finishes & Labour

<b>Taps, Outlets, Mixers, Showers, Bathroom Accessories</b> For product purchased between 1st February 2012 and 7th September 2015		
Range	Warranty#	Comments
<b>Caroma</b>		
Taps, Outlets, Mixers, Showers	10/7/1 years	10 years ceramic disc mixer cartridges - parts only^ 7 years replacement product or parts† 1 year replacement product or parts and labour†
Accessories & Spare Parts	1 year	1 year replacement product or parts eg. towel rails, tooth brush & toilet roll holders, soap holders etc.

### **Purchases Prior to 1st February 2012**

Prior to 1st February 2012, your tapware purchase was covered by different warranty terms then those addressed above. Please contact the GWA Service & Warranty Department on 0800 CAROMA for further warranty information.

^ Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt or thread tape etc.

\* Tapware Engine™ - Includes ceramic disc mixer cartridge, aerator, ultra flex pex hose.

† Plastic Jumper Valves – 3 months parts only or Copper Jumper Valves – 12 months parts only.

Note: Damage from pieces of copper tube, plastic tube, sand, dirt or thread tape etc. are not covered by warranty.

# Where under this warranty we repair or replace a product or part, the warranty applicable to the repaired or replaced product or part runs from the date of original purchase.

# GWA BATHROOMS & KITCHENS **WARRANTY CONDITIONS**

This extended warranty only covers Caroma Industries Limited (“Caroma”) products, including Caroma Lifetime<sup>A</sup> and CLARK Lifetime<sup>A</sup> products (collectively “Products”), and 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, 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 NZCC) 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.

GWA warranty periods have changed over time so dependent on when you purchased your product the warranty period may be different to what is stated in this booklet.

## **Warranty Claims**

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

- Proof of Purchase (invoice or receipt), OR a certificate for occupancy for new homes
- Warranty Certificate or equivalent documentation must be supplied for warranty claims to be considered
- Your contact details

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  
41 Jomac Place,  
Avondale, Auckland

Phone: 0800 CAROMA  
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.

# GWA BATHROOMS & KITCHENS **WARRANTY CONDITIONS**

## **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.

## **This Extended Warranty shall be void for the following reasons:**

1. A customer's inability to provide POP 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. 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 New Zealand 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.*

# GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

## PAYMENT TERMS

1. The terms of payment are strictly thirty (30) days (or such other period as nominated by the supplier herein) from the end of month of delivery of goods and payment is due and payable on that date. Where the due date falls on a gazetted local, state or federal public holiday applicable in the area in which the Applicant's address falls, as noted in the relevant order form, or a weekend, payment will be due and payable by the last working day of the month the invoice falls due. Caroma Industries Ltd ABN 35 000 189 499 and each of its related bodies corporate (as that term is defined in the Corporations Act 2001 (Supplier)) may, at any time, unilaterally vary the terms of trade, upon thirty (30) days' prior written notice to the Applicant. With the exception of the operation of clause 11(b), the Supplier will not change any terms for an existing order that has been accepted by the Supplier; the terms that will apply to the order are the terms that applied at the time the Applicant placed the order.
2. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier from time to time, the Supplier shall be entitled to charge an administration fee of 10% of the amount of the invoice payable per year, or part thereof, from the date the goods or services were supplied (and not the day when the Supplier's invoice was payable) until payment by the Applicant.
  - 2.1 Accepted Method of Payment. EFT, Cheque and Credit Card.  
Where a payment is made via Credit Card, the Supplier reserves the right to levy a Credit Card merchant fee (including GST) to cover bank charges.

## JURISDICTION

3. The Applicant acknowledges and agrees that this Agreement shall be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
4. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
5. The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

## SECURITY/CHARGES

6. The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
7. The Applicant charges in favour of the Supplier all present and after acquired property, interests, rights and proceeds in respect of which the Applicant has at any time sufficient rights to grant a Security Interest (as defined in the Personal Property Securities Act 2009) or charge to secure the satisfaction of its obligations under this Agreement and for payment to the Supplier of any money which from time to time is owed or becomes payable to the Supplier under this Agreement and any other agreement with the Supplier.
8. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, where the Applicant is in default of its obligations under this Agreement for the payment to the Supplier of any money which from time to time is owed or becomes payable to the Suppliers under this Agreement and any other Agreement with the Supplier.

## PURPOSE OF CREDIT

9. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

## PRICE

10. Prices for goods will be as per the Supplier's Official Price List.
11. Prices may be altered by the Supplier with thirty (30) days' prior written notice. Any such price changes will apply only to:
  - (a) orders that are placed by the Applicant after the price change became effective; or
  - (b) orders placed before the price change became effective for which the scheduled date of delivery of the goods is more than ninety (90) days after the date price change becomes effective. For such orders, the Applicant may cancel the order by written notice within five (5) business days from the date of the Supplier's written notice of the price change.

12. GST, delivery charges, extra packaging surcharges and government taxes, if any, are payable by the Applicant.
13. The Supplier may impose a handling and delivery charge of \$15 on invoices less than \$100 (excluding GST).

## ORDERS, DESPATCH AND DELIVERY

14. With the exception of the operation of clause 11(b), orders for goods cannot be suspended or cancelled except with the Supplier's consent. The Applicant shall pay all reasonable expenses incurred by the Supplier due to suspension or cancellation.
15. Delivery dates are estimates only and the Supplier is not liable for any loss or damage for failure to deliver by those dates.
16. The Supplier may make part deliveries of any order and render an invoice to the Applicant for the goods delivered. Failure to make delivery of the total order will not invalidate the sale.
  - 16.1 Where the Applicant requests delivery of goods to a site that is not owned or controlled by the Applicant (for example, a building site), the goods are deemed to have been delivered to the Applicant upon signature for receipt of the goods by an individual on-site, whether or not the signature is provided by an employee or agent of the Applicant.

## RETURNS

Subject to and to the extent permitted by the New Zealand Consumer Law:

17. Products (including obsolete, made to order, core ranged, baths and products promoted as 'exclusive') are sold on a non-return basis and unless damaged (refer clauses 41 and 42), faulty (refer clauses 43, 44 and 45) or incorrectly delivered cannot be returned.
18. All returns must receive the prior approval of the Supplier.
19. The Supplier reserves the right to inspect goods to be returned.
20. Goods must be returned according to the Supplier's procedure for returns for credit or replacement. The Applicant must provide the Supplier with the original tax invoice number for each product sought to be returned.
21. The Applicant must retain signed return documentation as proof of a return.
22. Unless damaged, faulty or incorrectly delivered, a re-stocking fee of 15% and a \$200 minimum combined claim value applies to all goods returned and is payable within 30 days of the end of the month in which the credit is issued.

## FORMATION OF CONTRACT

23. A quotation given to the Applicant is not an offer, and is valid for ninety (90) days from the date of quotation.
24. Quotations made by the Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only written acceptance by the Supplier of the Applicant's offer shall complete a contract.
25. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.

## RETENTION OF TITLE AND PERSONAL PROPERTY SECURITIES

In clauses 26 to 41:

- (a) a reference to the PPSA is a reference to the Personal Property Securities Act 2009;
  - (b) a reference to "Goods" is a reference to the goods supplied by the Supplier; and
  - (c) a reference to "Security Interest" has the meaning given to that term in the PPSA.
26. Whilst the Applicant has not paid for the Goods supplied in full at any time, the Applicant agrees that property and title in the Goods shall not pass to the Applicant and the Supplier retains the legal and equitable title in those Goods supplied and not yet sold.
  27. Until payment in full has been made to the Supplier, the Applicant will hold the Goods in a fiduciary capacity for the Supplier and agrees to store the Goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the Goods with other similar goods.
  28. The Applicant shall be entitled to sell the Goods in the ordinary course of its business, but until full payment for the Goods has been made to the Supplier, the Applicant shall sell as agent and bailee for the Supplier and the proceeds of sale of the Goods shall be held by the Applicant on trust for the Supplier absolutely.
  29. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of clause 28 hereof unless and until the funds held on trust are remitted to the Supplier.

# GWA BATHROOMS & KITCHENS **CONDITIONS OF SALE**

30. The Applicant agrees that whilst property and title in the Goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the Goods of the Supplier and to repossess the Goods which may be in the Applicant's possession, custody or control when payment is overdue.
31. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 30. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
32. The Applicant agrees that where the Goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the Goods, and if necessary, sell the goods with the trademark or name of the Applicant on those Goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the Goods bearing the name or trademark of the Applicant.
33. The Applicant acknowledges that the Supplier's interest in the Goods includes a 'purchase money security interest' pursuant to the PPSA.
34. The Applicant agrees to promptly do anything (including executing any new document, obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Supplier may require for the purposes of:
  - (a) ensuring that any Security Interest of the Supplier is enforceable, perfected and otherwise effective; or
  - (b) ensuring that any Security Interest of the Supplier is continuously perfected and/or perfected by control and/or perfected in a way that will reduce as far as reasonably possible the risk of a third party acquiring an interest in any property the subject of the Security Interest, to the extent possible under the PPSA; or
  - (c) enabling the Supplier to apply for registration, or give any notification, in connection with a Security Interest so that the Security Interest has the priority required by the Supplier; or
  - (d) enabling the Supplier to exercise any right or power in connection with the Security Interest.
35. The Applicant agrees that it will bear all costs and expenses that the Applicant incurs in complying with clauses 34 to 40 and any costs and expenses incurred by the Supplier for the purposes set out in clause 34.
36. To the extent permitted by law, and in respect of any Security Interest created by these Terms and Conditions:
  - (a) the parties contract out of sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPSA (to the extent, if any, mentioned in section 115(1) of the PPSA) and also contract out of the application under subsection 116(2) of the PPSA of any provision of Part 4.3 of the PPSA in relation to the Goods;
  - (b) the Applicant waives its right to receive any verification statement in respect of any financing statement or financing change statement relating to a Security Interest, and also its right to receive any other notice required under the PPSA unless the provision of such notice can not be excluded.
37. The parties agree to the full extent permitted by law not to disclose information of the kind mentioned in section 275(1) of the PPSA. The Applicant agrees that it will only authorise the disclosure of information under section 275(7)(c), or request information under section 275(7)(d), if the Supplier approves.
38. The Supplier's Security Interest attaches to any proceeds (including proceeds within the definition of that term in the PPSA) derived, directly or indirectly from any sale or dealing with the Goods or otherwise arising out of or relating to the Goods whether or not the sale or dealing is permitted under these Terms and Conditions.
39. The Applicant will not, without the Supplier's prior written consent, create, purport, or attempt to create or permit to exist any other Security Interest, however ranking, over the Goods.
40. For the avoidance of doubt, pursuant to section 80 of the PPSA, the Applicant covenants not to assert any rights it would otherwise have under section 80(1) of the PPSA and it is intended specifically that any person the Applicant assigns some or all of its rights and obligations under these Terms and Conditions should have the benefit of this covenant.

## **DAMAGE, SHORTAGE, LOSS IN TRANSIT**

41. The Applicant must advise the Supplier of any damage or shortage of goods within three (3) working days after the delivery date, otherwise no liability on the part of the Supplier will be accepted.
42. Goods in transit may be insured against shipping and breakages if requested by the Applicant. Rates are available on application to the Supplier.

## **FAULTY GOODS**

43. All damaged goods or goods of faulty manufacture (excluding unavoidable imperfections) will be credited or replaced if the Supplier is advised within seven (7) days after the delivery date, and the faulty goods are made available for inspection and return. To the extent permitted by the ACL the Supplier's liability is limited (at the Supplier's election) to:
  - (a) replacing the faulty goods; or
  - (b) the cost of providing equivalent products; or
  - (c) the cost of having the faulty goods repaired.
44. The Supplier will not be liable for any special, exemplary, punitive or consequential loss or damage (including without limitation, loss of profit, loss of opportunity and loss of goodwill) incurred by the Applicant either directly or indirectly in connection with the supply of goods.
45. Once a product is installed the conditions of the applicable product warranty will apply.

## **CANCELLATION OF TERMS OF CREDIT**

46. Where the Applicant is in default under the terms of this Agreement, the Supplier reserves the right to withdraw credit on any order for goods and not grant credit on future orders.
47. Upon the withdrawal of credit in accordance with clause 46 above, all liabilities incurred by the Applicant become due and payable to the Supplier five (5) business days from the date on which credit is withdrawn, or such other date in excess of five (5) business days which the Supplier considers reasonable, and otherwise in accordance with the payment terms set out in clauses 1 and 2.

## **INDEMNITY**

48. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

## **PROVISION OF FURTHER INFORMATION**

49. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
50. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

## **TRADEMARKS**

### **THE APPLICANT CANNOT USE THE SUPPLIER'S TRADEMARKS AND TRADE NAMES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SUPPLIER. CORPORATIONS**

51. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this Agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

## **TRUSTEE CAPACITY**

52. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
  - (a) the Applicant enters into this Agreement in both its capacity as trustee and in its personal capacity;
  - (b) the Applicant has the right to be indemnified out of trust assets;
  - (c) the Applicant has the power under the trust deed to sign this Agreement; and
  - (d) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
53. The Applicant must give the Supplier a copy of the trust deed upon request.

# GWA BATHROOMS & KITCHENS CONDITIONS OF SALE

## **PARTNERSHIP**

54. If the Applicant enters into this Agreement as partners, the Applicant warrants that all of the partners have signed this Agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
55. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

## **INSOLVENCY**

56. If the Applicant becomes insolvent, the Applicant remains liable under this Agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this Agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

## **WAIVER**

57. A waiver of any provision or breach of this Agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this Agreement by the Applicant must be made by the Applicant's authorised officer in writing.

## **COSTS**

58. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this Agreement (if any).
59. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.
60. The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.
  - (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 31 and 69.
  - (b) Secondly, in payment of any interest incurred in accordance with clause 64.
  - (c) Thirdly, in payment of the outstanding invoice(s).

## **TAXES AND DUTY**

61. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this Agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
62. If as a result of:
  - (a) any legislation becoming applicable to the subject matter of this Agreement; or
  - (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration; the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

## **INTEREST RATES**

63. The interest rate on any outstanding debts is a fixed rate of 2% per month.

## **SET-OFF**

64. All payments required to be made by the Applicant under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
65. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

## **MISCELLANEOUS**

66. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

67. In relation to the supply of goods, to the extent permitted by the ACL, the Supplier's liability is limited to:
  - (a) replacing the goods or supplying similar goods;
  - (b) repairing the goods;
  - (c) providing the cost for replacing the goods or for acquiring equivalent goods; and
  - (d) providing the cost for having the goods repaired.
68. In relation to the supply of services to the extent permitted by the ACL, the Supplier's liability is limited to:
  - (a) supplying the service again; or
  - (b) providing for the cost of having the services supplied again.
69. To the extent permitted by the ACL, the Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.

## **SEVERANCE**

70. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
71. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

## **VARIATION**

72. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier, at any time by thirty (30) days' prior written notice to the Applicant.
73. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request by providing reasons in writing.

## **CONSENT TO REGISTER**

74. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
75. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the PPS Register.

## **ENTIRE AGREEMENT**

76. This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.

## **PRIVACY ACT**

77. The Applicant agrees to the terms of the Privacy Act 1988 authorisation contained in this document. This authorisation allows the Supplier, amongst other things, to collect information about the Applicant from a credit reporting agency.
78. The Supplier collects information about the Applicant in order to provide the Applicant with the goods requested, to assess any credit application made by the Applicant, or to review any existing credit. If the Applicant does not provide the information requested, the Supplier will be unable to provide the goods requested or process the Applicant's application.
79. The Supplier may disclose information about the Applicant to its related companies, or to a credit reporting agency, ratings agency and any business which provides information about the credit worthiness of persons. The Supplier may also disclose information about the Applicant where the Supplier is permitted by the Privacy Act 1988 to do so.
80. The Applicant is able to access the information held by the Supplier, and seek the correction of such information, by contacting the Supplier using the details provided above. Details with respect to accessing and correcting information are also available in the Supplier's Privacy Policy.
81. Details with respect to how the Applicant may complain about a breach of the Privacy Act 1988 and how the Supplier will deal with such a complaint are available in the Supplier's Privacy Policy.