



COMBINED  
ADDITIONAL  
WARRANTY

## 1 STATUTORY WARRANTY

### 1.1 Who is responsible?

ABI Interiors Pty Ltd (NZBN 9429047787063) (ABI Interiors) is responsible for the provision of warranties under this document.

### 1.2 Contracting out

If our products are being provided and acquired in trade, then for the purposes of section 43 of the Consumer Guarantees Act 1993 (CGA) and section 5D of the Fair Trading Act 1986 (FTA), to the maximum extent permitted by law:

- (a) in respect of all matters covered by this document, the parties are contracting out of the CGA and sections 9, 12A and 13 of the FTA; and
- (b) it is fair and reasonable for the parties to be bound by this clause.

### 1.3 Exclusion of implied terms

To the maximum extent permitted by law, all warranties, terms, guarantees, representations and conditions that are not expressly set out in this document (including the conditions and warranties under Part 3 of the Contract and Commercial Law Act 2017) are excluded.

## 2 ABI ADDITIONAL WARRANTY

### 2.1 Additional Warranty

- (a) In addition to any statutory guarantees which are not contracted out of in accordance with this document, as the supplier or manufacturer of the relevant product, offers an additional contractual warranty (**Additional Warranty**) subject to the terms and conditions set out in this clause 2.
- (b) The Additional Warranty is in addition to any statutory rights which cannot be excluded, restricted or modified. The Additional Warranty must be read subject to such legislation and nothing in the terms of the Additional Warranty has the effect of excluding, restricting or modifying those rights.

### 2.2 Who may claim under the Additional Warranty?

The Additional Warranty is personal to the person who acquires the product:

- (a) from ABI Interiors directly or through approved resellers or distributors; or
- (b) as part of the construction of a new home, for their own consumption or use, and not for resale or resupply (**Consumer**) and claims under the Additional Warranty cannot be made by anyone other than the Consumer.

### 2.3 Warranty periods

- (a) In addition to the above obligations, and any rights or remedies available to you under law, and subject to clause 2.3(b) and

clause 2.3(c), ABI Interiors provides you with, from the date of delivery of the product:

- (i) a warranty in relation to the structure of the relevant product;
- (ii) a warranty in relation to the finishes applied to the relevant product;
- (iii) where the relevant product contains an aerator or cartridge, or in the case of toilets, internal parts, a warranty in relation to the aerator, cartridge or internal parts, and
- (iv) where the relevant product contains other parts such as rubber, silicone or plastic: seals, screws, O-rings or other parts; electrical parts; door hinges, handles, locks or latch mechanisms; or contain parts that do not fall into the categories described in clause 2.3(a)(i), clause 2.3(a)(ii), or 2.3(a)(iii), a warranty in relation to those other parts,

that the product or the relevant components of the product, are free from defects, for the period specified in Annexure A in relation to that product:

- (v) in the materials used to manufacture the products; or
  - (vi) as a result of the workmanship in the creation of the product, (**Additional Warranty**).
- (b) To the extent this Additional Warranty relates to products that have formed a part of a new build which has been handed over to you, this Additional Warranty period for the products commences from date of purchase of the new buildings and is valid for purchases made from 1 July 2019.
  - (c) This Additional Warranty only applies for 12 months to any product, whether online or in-store, labelled "Clearance" or any other reference to goods being sold at less than their recommended retail price.

### 2.4 Additional Warranty application

- (a) This Additional Warranty only applies to:
  - (i) in respect of the "Residential Warranty" timeframes described in Annexure A, products used under accepted normal residential domestic indoor usage conditions for that product and only extends to defects which have arisen solely from faulty materials or workmanship in the products;
  - (ii) in respect of the "Non-Residential Warranty" timeframes described in Annexure A, products used under non-residential indoor usage conditions for that product, including but not limited to installation in salons, day spas, public restrooms, hotels or communal spaces of residential developments, and only extends to defects which have arisen solely from faulty materials or workmanship in the products;
  - (iii) in respect of the "Outdoor Warranty" timeframes described in Annexure A, products used under accepted normal residential domestic outdoor usage conditions for that product and only extends to defects which have arisen solely from faulty

- (iv) materials or workmanship in the products; the original owner, and is not transferrable if:
  - (A) the product is resold; or
  - (B) in the case of homes not developed by ABI Interiors, but containing ABI Interiors' products, the home is sold, within the Additional Warranty period to a purchaser.
- (b) This Additional Warranty is a parts only warranty, in that 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.
- (c) Where ABI replaces or repairs a product or part, the Additional Warranty term that applies to that replacement or repair will be the remainder of the product's initial Additional Warranty term.

## 2.5 Additional Warranty exclusions

Subject to any overriding obligation pursuant at law:

- (a) where products are coupled with a product not supplied by ABI Interiors, the Additional Warranty is limited only to the products supplied or manufactured by ABI Interiors;
  - (b) the Additional Warranty does not apply to any products which are sold as display products or part of a display; and
  - (c) the Additional Warranty will not apply if:
    - (i) the Consumer is not able to provide proof of purchase or equivalent documentation which confirms that the relevant product was purchased from ABI Interiors, or an authorised distributor or reseller of ABI Interiors;
    - (ii) damage to the relevant product is caused by accident, abuse, misuse, maltreatment, negligent use, improper or unusual installation, installation by accredited and licensed service provider or technician, abnormal stress or strain, unusual physical or environmental conditions, or neglect of any kind of the relevant products;
    - (iii) products are not installed by a licensed plumber, electrician, stonemason or someone qualified to undertake the work;
    - (iv) products are not installed in accordance with any relevant national or state standard or regulation;
    - (v) products are not installed in accordance with ABI's online installation guides or any other manufacturer's installation instructions accompanying the products in their packaging;
    - (vi) the product is installed or used outdoors except where a product has "Outdoor Warranty" timeframes described in Annexure A in relation to it;
    - (vii) water pressures exceed stated limitations as per the product installation instructions;
      - (A) Note: AS/NZS 3500.1-2003 (Clause 3.3.4) specifies 150kPa minimum and 500kPa maximum water supply pressure at any outlet within a building for new installations;
- (B) Note: The 150KPA minimum and 500kPa maximum water supply pressure doesn't apply to fire service outlets;
  - (viii) for relevant products, the hot water system delivery temperature at the outlet connected to the relevant product exceeds 55 degrees Celsius;
  - (ix) for relevant products, isolation stop taps are not fitted as stated on manufacturer's installation instructions accompanying the products in the packaging;
  - (x) other devices (e.g. water filters, insinkerator, food waste disposers) are fitted to the outlet of the relevant product that are not contemplated within the product's installation instructions;
  - (xi) non-approved parts are fitted in the body of the product or the end of any line water flow regulating devices attaching to the product;
  - (xii) repair or replacement works have been undertaken on the relevant product without prior approval by ABI Interiors, or works are undertaken by a non-approved service provider;
  - (xiii) the product is used with water additives (e.g. cleaning and deodorising additives);
  - (xiv) damage to the relevant product is from scratching due to cleaning, installation or use;
  - (xv) damage to the relevant product is from fair wear and tear, including but not limited to:
    - (A) working seals in the inlet and outlet valves;
    - (B) abrasions from regular use;
    - (C) discolouration from regular use;
    - (D) fading from light exposure; or
    - (E) fading from salt exposure;
  - (xvi) damage to the relevant product is caused by proximity to salt water;
  - (xvii) inappropriate or non-approved connection fittings connect the relevant product to sewer systems;
  - (xviii) modifications are made to the relevant product that are not approved in writing by ABI Interiors;
  - (xix) damage to the relevant product is as a result of obstructions due to inadequate flushing of system before use, or problems caused by water supply (including silt, thread tape, silicone, copper shavings, corrosion and excess water pressure);
  - (xx) damage to the relevant product is caused by a failure to regularly clean the product, or where relevant, clean or replace dirty or blocked outlet aerator inserts in tapware and/or shower heads;
  - (xxi) service or repairs with non-standard replacement parts are undertaken on the relevant product without ABI Interiors' written approval;
  - (xxii) flow regulators in tapware or showers, or regulated check valves in hand showers are removed or not installed;
  - (xxiii) damage to finishes on the relevant product is caused by adhesives, sealants or abrasive or harsh cleaners;
  - (xxiv) damage to finishes on the relevant product arises from installation or in connection with installation;
  - (xxv) damage to the relevant product is caused by abuse of

- the product as determined by an authorised service provider or ABI Interiors;
- (xxvi) the manufacturers' care and maintenance instructions in relation to the relevant product are not observed;
- (xxvii) damage to products is caused by harsh detergents or abrasive cleaners;
- (xxviii) hot and cold water pressures are unequal;
- (xxix) for dwellings using tank water, an inline water filter is not installed between the tank and the dwelling;
- (xxx) where mixers or tapware fail and leak water, the water supply is not immediately shut off at the isolation cocks and/or is turned back on before all service work is complete;
- (xxxi) any other failure to comply with instalment, usage, cleaning requirements or procedures occurs in relation to the relevant product, except to the extent that the Consumer can demonstrate that at the time of purchase the product was faulty or defective and that at that time the Consumer was not aware of such fault or defect;
- (xxxii) in the case of claims where a ceramic cartridge is included in the products, the product has malfunctioned due to the presence in the water supply of:
  - (A) copper tube pieces;
  - (B) sand, dirt or stones;
  - (C) thread tape, or
  - (D) other objects not normally presented in potable water supplies;
- (xxxiii) a bathroom in which the product is installed fails to meet relevant New Zealand Standards, only to the extent that damage caused by a faulty product would not have occurred had the relevant standard been met.
- (xxxiv) any of the Consumer's obligations described in this Additional Warranty have not been met.

## 2.6 Consumer's responsibilities

On receiving delivery of the product, it is the Consumer's responsibility to ensure:

- (a) the product is not damaged prior to installation;
- (b) the Consumer is happy with their purchase;
- (c) the product has all its components included in the packaging; and
- (d) installation and required and appropriate maintenance is performed by a suitably qualified tradesperson.

## 2.7 Warranty claims

- (a) If a Consumer makes a valid claim under the Additional Warranty and none of the exclusions set out in clause 2.5 apply, ABI Interiors will, at its discretion:
  - (i) repair the relevant part of the product; or
  - (ii) 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, free of charge.

- (b) 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.

## 2.8 Possible service fee

- (a) To the extent permitted by law, ABI Interiors will not be liable for any costs associated with the removal of any faulty product or part from any connection, fitting or otherwise, or the installation of any replacement product or part.
- (b) ABI Interiors will not be liable for any claims for labour, additional products or parts associated with an alleged faulty product for repair work not approved in advance by ABI Interiors in writing. ABI Interiors requires adequate access to products fittings and fixtures to undertake warranty repairs. ABI Interiors will not be responsible for any damage or costs (including consequential damage or costs) where adequate access to product fittings and fixtures is not accessible.
- (c) Should any warranty claim be made and attended to by ABI Interiors or ABI Interiors' authorised service provider, and in the opinion of ABI Interiors or the service provider, the problem was from:
  - (i) faulty installation;
  - (ii) use of the products in conjunction with products of another manufacturer; or
  - (iii) damage caused subject to the Warranty exclusions set out at clause 2.5,

ABI Interiors reserves the right to charge a service fee for each service provider or ABI staff attending the premises where products have been installed.

## 2.9 Consequential loss

To the extent permitted by law, ABI Interiors will not be liable to the Consumer for any loss, damage, injuries, actions, claims, costs or expenses arising out of the use of or reliance on the product, including but not limited to any loss or damage to furniture, floor coverings, walls, fixtures or any other reasonably foreseeable consequential loss of any kind caused by any defect in the products or their components. Consequential loss also covers any indirect loss, loss of use, loss of profits, funding or revenue, loss or reputation or goodwill, business interruption, increased operating costs or expenses, any special or indirect loss, and exemplary or punitive damages.

## 2.10 Amendments to Additional Warranty

As part of our commitment to continuous improvement, ABI Interiors reserves the right to make changes to its products at any time including the right to amend, change, or edit the terms of this Additional Warranty.

## 3 WHAT TO DO IF A FAULT IS IDENTIFIED?

### 3.1 Identification of fault

As soon as a consumer becomes aware that a fault exists in the product the consumer should:

- (a) where the product is not yet installed, refrain from installing the product;
- (b) where the product is installed or otherwise in use, immediately cease using the product; and
- (c) contact ABI Interiors via one of the following:

**Delivery address:**

ABI Interiors Ltd  
111A Kerwyn Ave  
East Tamaki  
Auckland 2013

**Email address:**

hello@abiinteriors.co.nz

**Phone:** (09) 801 0908

### 3.2 How to make a claim?

Consumers may make a claim under this document by contacting ABI Interiors via our warranty portal <https://www.abiinteriors.com.au/warranty/> or by email or post at the relevant address listed above and providing:

- (a) the name and model of the product;
- (b) a photo and description of the fault in question;
- (c) handover documentation for new homes (if applicable); and
- (d) proof of installation by a licensed plumber (if applicable) and / or proof of purchase;

### 3.3 Process

- (a) If the product has not been installed, the product can be returned with proof of purchase to the address listed above.
- (b) If the cost of returning any defective parts or products is unreasonable, please contact ABI Interiors on the telephone number listed above so that, if appropriate, ABI Interiors can arrange a collection.