



WARRANTY

2020

Note: This warranty is only applicable for products sold and installed in Australia and New Zealand.

These warranty periods apply to products purchased after 1st of April 2019. Please refer to 'Phoenix Tapware Warranty - 2018.pdf' for all products purchased before 1st April 2019.

WARRANTY CARD
1. Contact Details

Should any of our Products not perform to the Express Warranties provided below, please contact our experienced customer service personnel on:

Phoenix Industries Pty Ltd
 Contact Number: +61 3 9780 4242
 Email Address: aftersales@phoenixtapware.com.au.

2. Warranty Conditions

2.1. Phoenix Industries Pty Ltd ("Phoenix Tapware") provides the following warranty for all Phoenix Tapware Products purchased in Australia and New Zealand from an authorised Phoenix Tapware reseller for use in domestic or commercial installations. For the avoidance of doubt, Phoenix Tapware Products purchased outside Australia or New Zealand from other sources, including grey, parallel or direct imports, are not covered by this warranty as Phoenix Tapware Products may not meet local regulations and you should refer to the terms and conditions that accompany your Product or any warranty provided by the retailer or relevant sales company in the relevant country of purchase.

2.2. This express warranty covers Phoenix Tapware Products and applies to defects which have arisen solely from faulty materials or workmanship in the Products. For the avoidance of doubt, defects which arise as a result of the following are not covered by this warranty:

- abuse, misuse, neglect, maltreatment, excessive stress or strain;
- excessive water pressure or temperature (which do not comply with the recommended usage below);
- repairs or alterations (other than by an accredited and licensed technician); and
- attachments of accessories any kind (other than approved Phoenix Tapware attachments that are correctly installed).

2.3. For the purpose of this Express Warranty, a Phoenix Tapware Product is a product which:

- was manufactured by or on behalf of Phoenix Tapware;
- bears a trademark owned by Phoenix Tapware;
- was sold by an authorised reseller or distributor of Phoenix Tapware; and
- was purchased in Australia or New Zealand.

2.4. This Express Warranty commences on the earlier of:

- the date of purchase or, for new buildings, the date of handover; or
- the date of installation, provided the date of installation is no greater than twelve (12) months from the date of purchase,

and will continue for the relevant periods set out in the warranty period tables below.

2.5. It is the installer/consumer's responsibility to ensure:

- the Product is not damaged prior to installation;
- the Product has all of its components; and
- required maintenance is performed on the Product.

2.6. The Express Warranties provided in this Warranty Card are personal to the Consumer who acquires the Product from the relevant retailer for their own consumption or use and not for resale or resupply. Accordingly, claims made pursuant to this express warranty cannot be made by anyone other than the Consumer.

2.7. If the Express Warranty:

- 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 but does not cover the installation of that part to the extent that the installation requires the removal, alteration, repair or change to a connecting surface or any indirect or consequential building works; or
- 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.

2.8. In addition to this Express Warranty, our Products come with consumer guarantees that under the Consumer Law cannot be excluded, restricted or modified under this Express Warranty. 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.

3. Warranty Periods
3.1. Residential

Phoenix Tapware warrants that the below Products which are purchased by consumers for use in a residential home will be free from all defects in materials and workmanship for the periods specified below.

RESIDENTIAL WARRANTY		
Category	Period (Yrs)	Details
Mixers	Lifetime / 15 / 7 / 1	Lifetime - Replacement European cartridge ¹ 15 Years - Replacement standard cartridge ¹ 7 Years - Replacement product or parts ² 1 Year - Labour
Tapware & Outlets	7 / 1	7 Years - Replacement product or parts ³ 1 Year - Labour
NX Showers	Lifetime / 1	Lifetime - Replacement product or parts 1 Year - Labour
Standard Showers	15 / 1	15 Years - Replacement product or parts 1 Year - Labour
Accessories	7	7 Years - Replacement product or parts
Drains	10	10 Years - Replacement product or parts
Wastes & Traps	1	1 Year - Replacement product or parts
Non-chrome Finish ⁴	Lifetime / 7 / 3 / 1	Lifetime - NX Showers and Stainless Steel 316 products ⁵ 7 Years - Mixers, Tapware, Outlets & Accessories 3 Years - Standard Showers 1 Year - Drains, Wastes & Traps

¹ Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt, or thread tape etc. ² Excludes filter housing on Filtered Sink Mixer; 1 year parts only. In order to claim, receipts must be presented to verify filter cartridges have been replaced as specified (every 6 months). ³ Excludes jumper valves and ceramic disc spindles; 1 year parts only. ⁴ Chrome finish covered under standard replacement product or parts warranty. ⁵ Excludes Drains and 'tea staining'; refer to care instructions <https://www.phoenixtapware.com.au/faq-category/cleaning-and-care/>

3.2. Commercial

Phoenix Tapware warrants that the below Products which are purchased by consumers for use other than in a residential home (e.g. hotels, aged care facilities, hospitals, schools, factories, motels) will be free from all defects in materials and workmanship for the periods specified below.

COMMERCIAL WARRANTY		
Category	Period (Yrs)	Details
Mixers, Tapware & Outlets	15 / 7 / 1	15 Years - Replacement mixer cartridge ¹ 7 Years - Replacement product or parts 1 Year - Labour, finish, jumper valves, ceramic disc spindles, hoses, sink mixer hand pieces, filter housing
Showers	7 / 1	7 Years - Replacement product or parts 1 Year - Labour, finish, sliders, mounting brackets, fixings, soap dishes, caps, hoses
Drains	10 / 1	10 Years - Replacement product or parts 1 Year - Finish
Accessories, Wastes & Traps	1	1 Year - Replacement product or parts

¹ Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt, or thread tape etc.

3.3. Builders Range Residential & Commercial

Phoenix Tapware warrants that the below Products which are purchased by consumers will be free from all defects in materials and workmanship for the periods specified below.

PHOENIX BUILDERS TAPWARE		
Category	Period (Yrs)	Details
Mixers, Tapware & Outlets	15 / 7 / 1	15 Years - Replacement mixer cartridge ¹ 7 Years - Replacement product or parts ² 1 Year - Labour, hoses
Showers	7 / 1	7 Years - Replacement product or parts 1 Year - Labour, sliders, mounting brackets, fixings, soap dishes, caps, hoses
Accessories	7	7 Years - Replacement product or parts
Non-chrome finish ³	1	1 Year - All Products

¹ Excludes damage to ceramic disc cartridges from pieces of copper tube, plastic tube, sand, dirt, or thread tape etc. ² Excludes jumper valves and ceramic disc spindles; 1 year parts only. ³ Chrome finish covered under standard replacement product or parts warranty.

4. Warranty Exclusions

To the maximum extent permitted by the Consumer Law, the Express Warranties will not apply and Phoenix Tapware will not be liable for any Loss or damage, whether to the Product itself, surrounding surfaces including walls, fixtures, furniture or any other Consequential Loss caused by a defect in the Product where:

- (a) the Consumer is unable to provide proof of purchase or equivalent documentation which confirms that the relevant Product was purchased from a Phoenix Tapware authorised distributor or reseller;
- (b) the relevant Product is not a product which was manufactured or imported by Phoenix Tapware with the intention of being supplied in Australia or New Zealand;
- (c) the relevant Product was not purchased by the Consumer as a brand new product;
- (d) the relevant Product was not installed by an accredited and licensed technician, including a plumber or tradesperson, in accordance with the manufacturer's installation instructions provided with the Product, including but not limited to:
 - (i) isolation stop taps must be fitted in accordance with all applicable National Standards and State Regulations;
 - (ii) other devices must not be fitted to the outlet or tapware or tap (e.g. water filters);
 - (iii) non-approved water flow regulating devices must not be fitted to the Products; and
 - (iv) outlet aerator inserts must be regularly cleaned and replaced;
- (e) the relevant Product was not installed to the relevant National Standards and State Regulations;
- (f) the damage to the relevant Product amounts to fair wear and tear;
- (g) the defective part of the relevant Product is a consumable part that requires routine replacement;
- (h) the relevant Product was damaged as a result of 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;
- (i) the relevant Product has been exposed to harsh or abnormal environmental elements;
- (j) the relevant Product has been exposed to water pressures and or temperatures that fall outside the following parameters:

Maximum Temperature	75 degrees centigrade
Maximum Pressure	500kPa
Minimum Temperature	1 degree centigrade
Minimum Pressure	150kPa (300kPa for Shower / Bath Diverters)

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 does not apply to fire service outlets.

- (k) the relevant Product has been exposed to water quality that falls outside the parameters of potable water in the jurisdiction into which the Products are supplied, including as a result of any changes to the water quality advised by a government body or regulatory

agency from time to time;

- (l) the relevant Product is a shower and was used within:
 - (i) gravity-fed water systems;
 - (ii) instantaneous hot water systems; or
 - (iii) systems with a pressure supply less than 150kPa;
- (m) the relevant Product was used incorrectly (e.g. non-potable water);
- (n) the relevant Product was purchased as an ex-display product;
- (o) the relevant product is damaged as a result of obstructions due to inadequate flushing of the system before use and problems caused by water supply (e.g. silt, corrosion and excess water pressure);
- (p) the relevant Product has been serviced or repaired with non-standard or non-Phoenix Industry replacement parts without Phoenix Tapware's written approval;
- (q) the relevant Product has been altered, amended, modified or has in any way been changed from its original sale condition without Phoenix Tapware's prior written approval;
- (r) installation, use or removal of the relevant Product results in Water Hammer, or in any other circumstances Water Hammer occurs, noting that Water Hammer is not a manufacturing defect;
- (s) a flow regulator was not installed, or installed incorrectly, in respect of the relevant Product (if applicable) (e.g. tapware and showers);
- (t) regulated check valves were not installed, or were installed incorrectly, in respect of the relevant Product (if applicable, e.g. for hand showers);
- (u) the relevant Product's finish has been damaged as a result of:
 - (i) installation or post installation use; or
 - (ii) adhesives, sealants or abrasive cleaners, etc.; or
- (v) the consumer has failed to observe Phoenix Tapware's manufacturer's care and cleaning instructions detailed in section 6 of this Warranty Card.

For cleaning, all that is required to maintain the finish in perfect condition for a lifetime of use, is a soft cloth to remove surface dust when dry or a moist cloth with warm soapy water

5. How to make a claim

5.1. Submitting a claim

To make a warranty claim, the consumer must lodge the claim by emailing, faxing or posting the following documentation to Phoenix Tapware as soon as possible, but no later than ten (10) Business Days after the consumer first become aware of the damage or defect:

- (a) proof of purchase (e.g. invoice or receipt) or certificate for occupancy or handover documentation for new homes;
- (b) plumbing installation receipts (if applicable); and
- (c) warranty claim form, accessible from Phoenix Tapware's website at <https://www.phoenixtapware.com.au/warranty>.

If the Product has not been installed, you can return the Product with your proof of purchase to the relevant Phoenix Industries authorised distributor or retailer.

Our contact details are as follows:

Name: Phoenix Industries Pty Ltd
 Address: 926 Mountain Hwy, Bayswater VIC 3153
 Telephone: +61 3 9780 4242
 Facsimile: +61 3 9729 3746
 Email: aftersales@phoenixtapware.com.au

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

5.2. Valid claims

If a Consumer makes a valid claim under this Express Warranty and none of the exclusions set out in section 4 apply, Phoenix Tapware will, in its sole discretion, either:

- (a) repair the relevant part of the Product; or
- (b) 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 easily accessible.

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.

5.3. Invalid claims

Should any warranty claim be made and, in the opinion of Phoenix Tapware or a Phoenix Tapware authorised 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.

6. Product Care and Maintenance

If treated in accordance with the below advice and instructions, and any specific instructions provided with a Product, Phoenix Tapware Products will endure for many years. These instructions are based on our expert knowledge and experience but are not to be construed as a legal warranty or liability on our party.

6.1. All products

Products should be cleaned with mild liquid detergent or soap and water.

Never use harsh detergents, citrus based cleaners, or abrasive cleaners such as citrus based products, on any Products as these will scratch and damage the surface. Additionally, 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.

6.2. Tapware

Under no circumstances should tapware be installed using silicone.

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 (including, but not limited to, handles, aerators, buttons, dress rings, hinges, clips, rod and washers) as 'Parts Only' to the Customer.

6.3. Maintenance

Regularly clean or replace dirty or blocked outlet aerator inserts in tapware and/or shower heads.

7. Definitions

In this Warranty Card, the words below have the following meanings:

- (a) **Business Day** means any day except a Saturday, Sunday or public holiday in Victoria, Australia;
- (b) **Consequential Loss** means loss beyond the normal measure of damages and includes indirect loss, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss opportunities;
- (c) **Consumer** has the meaning provided to it in the Consumer Law;
- (d) **Consumer Law** means the Schedule 2 of the *Competition and Consumer Act 2010* (Cth) referred to as the Australian Consumer Law, any equivalent State or Territory legislation, and the equivalent legislation or statutory regime in the jurisdiction in which:
 - (i) the Customer is registered or operates; or
 - (ii) the Products are supplied,

as the context requires;

- (e) **Customer** means the entity or person requesting that Products be supplied to it by the Company;
- (f) **Loss** means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and includes direct loss and Consequential Loss;
- (g) **National Standards and State Regulations** means all national standards and state regulations applicable to the Products, including but not limited to the installation, maintenance and removal of the Products in the country in which the Products are installed, being either Australia or New Zealand;
- (h) **Phoenix Tapware** means Phoenix Industries Pty Ltd (ABN 48 007 215 876) of 926 Mountain Highway, Bayswater; Victoria 3153 trading as 'Phoenix Tapware';
- (i) **Products** means the products to be supplied by the Company to the Customer;
- (j) **Warranty Card** means this warranty card which sets out the Express Warranties; and
- (k) **Water Hammer** means the hydraulic shock caused by a pressure surge when water in motion experiences a momentum change by being forced to stop or change direction suddenly, commonly as a result of the rapid closing of a valve or stopper at the end of a pipeline system.