

Nero

Version Number: NWP2024.1

WARRANTY POLICY

nerotapware.com.au
nerotapware.co.nz

This Warranty Policy is only applicable to products sold after 1st May 2024.

1. Warranty Coverage Statement

Nero Tapware is committed to providing high-quality products designed to meet the highest industry standards. Our warranty reflects our confidence in the durability and reliability of our products.

2. Applicability

This warranty applies to goods purchased on or after 1st May 2024, covering both Australia and New Zealand markets, in compliance with the Australian Consumer Law (ACL) and New Zealand's Consumer Guarantees Act (CGA).

3. Warranty Periods

Premium Range (Residential Use)		
Category	Warranty Period(Years)	Warranty Details
Zen, Opal, Kara, York, Bianca, Mecca & Mecca Care Tapware	25 / 25 / 2	-25 years replacement cartridge only -25 years replacement products or parts on all finishes -2 years replacement products or parts & labour
Zen, Opal, York, Bianca, Mecca & Mecca Care Showers	25 / 2	-25 years replacement products or parts on all finishes -25 years on hand showers, shower heads, Shower hoses replacement only (labour not included) -2 years replacement products or parts & labour
Zen, Opal, York, Bianca, Mecca & Mecca Care Bathroom Accessories	25	-25 years replacement products or parts on all finishes
Opal Metal Basins	25	-25 years replacement products on all finishes
Heated Towel Rails	25 / 1	-25 years replacement products or parts on all finishes -1 year on power transformer replacement
Electronic Mixers / Taps & Push Taps	25 / 2	-25 years replacement products or parts on all finishes -2 years Replacement products or parts & labour

Premium Range (Commercial Use)		
Category	Warranty Period(Years)	Warranty Details
Zen, Opal, Kara, York, Bianca, Mecca & Mecca Care Tapware	15 / 10 / 1	-15 years replacement cartridge only -10 years replacement products or parts on all finishes -1 year replacement products or parts & labour
Zen, Opal, York, Bianca, Mecca & Mecca Care Showers	10 / 1	-10 years replacement products or parts on all finishes -10 years on hand showers, shower heads, Shower hoses replacement only (labour not included) -1 year replacement products or parts & labour
Zen, Opal, York, Bianca, Mecca & Mecca Care Bathroom Accessories	10	-10 years replacement products or parts on all finishes
Opal Metal Basins	10	-10 years replacement products on all finishes
Heated Towel Rails	10 / 1	-10 years replacement products or parts on all finishes -1 year on power transformer
Electronic Mixers / Taps & Push Taps	2 / 1	-2 years replacement products or parts on all finishes -1 year Replacement products or parts & labour

Standard Range (Residential and Commercial)

Category	Warranty Period(Years)	Warranty Details
Mixer Taps	15 / 10 / 1	-15 years replacement Cartridge only -10 years replacement products or parts on all finishes -10 years on washing machine stops replacement only -1 year replacement products or parts & labour
Electronic Mixers / Taps & Push Taps	2 / 1	-2 years replacement products or parts on all finishes -1 year replacement products or parts & labour
Showers	10 / 1	-10 years replacement products or parts on chrome finishes -10 years replacement products or parts on other finishes -10 years on hand showers, shower heads, Shower hoses replacement only (labour not included) -1 year replacement products or parts & labour
Bath Outlets	10	-10 years replacement products or parts only on all finishes
Bathroom Accessories	10	-10 years replacement products or parts only on all finishes
Other Accessories	10	-10 years on universal pop-up waste replacement only -10 years on bottle trap replacement only -10 years on glass hardware replacement only -10 years product replacement and 1 year labour on toilet push plate only -10 years product replacement and 1 year labour on cistern only -10 years on floor waste replacement only

4. The warranty period commences from date of purchase, or for new buildings from date of handover.

5. How to make warranty claim?

To make a warranty claim, customers must contact the Seller from which the goods were purchased or contact Nero Tapware directly.

*Proof of purchase or equivalent documentation is required. (e.g. Handover documentation for new homes, Tax Invoice, Water Marks, etc.) For Australia Consumers and New Zealand Consumers,

Australia

☎ 03 8786 3170

✉ support@nerotapware.com.au

New Zealand

☎ 09 870 5549

✉ support@nerotapware.co.nz

6. The expense of claiming on the warranty will be borne by the customer

7. This warranty covers the repair or, at Supplier's option, replacement of any goods which are defective through faulty manufacture or materials, free of charge and labour. The Supplier reserves the right to alter, or amend this warranty offer in writing at any time. The Supplier reserves the right to provide minor components (e.g. Handles, aerators, buttons, dress rings, spindle/cartridges and seals) as 'Parts Only' to the customer as part of replacement warranty.

This warranty does not cover any claims for labour, or additional products/parts associated with allegedly faulty goods for work supplied by an outside party that is not approved in advance in writing by the Supplier.

8. For installed goods, the Supplier requires adequate access to evaluate the goods, fittings, and fixtures for any warranty claim, as well as to perform any necessary warranty repairs. The Supplier will not be liable for any consequential damage or costs if adequate access to the goods, fittings, or fixtures is not provided.

9. For discontinued or unavailable goods, the Supplier may replace the goods with equivalent current or available goods, using best endeavors and product knowledge to match the appearance and specifications of the original goods.

10. Supplier's obligations under warranty are limited to the repair or, at Supplier's option, replacement of any product which are defective through faulty workmanship or materials. To the extent permitted by law, Supplier will not be liable for any loss to furniture, floor coverings, walls, fixtures or any consequential loss of any kind caused by any defect in the product components.

11. This warranty does not cover defects caused by or arising from any of the following:

11.1. Goods installed by a person other than a licensed plumber. This does not apply to bathroom accessories such as towel rails, shelves, etc.

11.2. Goods not installed to relevant national standards or state regulations.

11.3. Tapware exposed to water pressures and/or temperatures that exceed stated limitations as per the standard installation instructions. Note: AS/NZS 3500.1:2003 specifies 500kPa maximum water supply pressure at any outlet within a building for new installations.

- 11.4. Fitting of other devices to the outlet of tapware (e.g. water filters).
- 11.5. Fitting of in tap body or end of line water flow regulating devices that have not been approved by Supplier.
- 11.6. Products used for incorrect applications, non-potable water, etc.
- 11.7. Damage as a result of obstruction due to inadequate flushing of system before use.
- 11.8. Service, repairs or other non-standard replacement parts previously undertaken without Supplier's prior written approval.
- 11.9. Damage to finishes by adhesives, sealant, etc.
- 11.10. Damage to finishes which arise from installation or post-installation use.
- 11.11. Failure to observe manufacturer's care and cleaning instructions.
- 11.12. Improper or abusive use of product and/or damage resulting from misuse, accident or neglect.
- 11.13. Fair wear and tear, such as the working seals in the inlet and outlet valves, including scratching from cleaning etc.

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.

12. Should any warranty claim be made, and service attended to by the

Supplier or its authorized service agent, and the fault is due to a cause expressly excluded from this warranty above; the Supplier reserves the right to charge service fee for any work carried out.

13. This warranty is in addition to the rights conferred upon customers by the Australian Consumer Law (ACL) and the Consumer Guarantees Act 1993 (CGA) in New Zealand.

14. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and the Consumer Guarantees Act 1993 (CGA) in New Zealand. For major failures with the service, you are entitled to the following remedies:

15. Refund Policy:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and the Consumer Guarantees Act 1993 (CGA) in New Zealand. For major failures with the goods, you are entitled to a refund. If a failure with the goods does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods. While our company acknowledges its responsibility for addressing any issues with the quality of our products, we recommend that customers contact the place of purchase for inquiries related to returns and refunds. We are committed to assist and cooperating with our distributors or retailers to resolve any issues customers may encounter with our products.

TAPWARE AND ACCESSORIES CARE AND CLEANING INSTRUCTIONS

Under no circumstances should you install tapware using acetone silicones.

1. Never use harsh detergents or abrasive cleaners, as these will scratch the surface. This includes organic harsh chemicals such as citrus.
2. Use of wax-based furniture cream should be avoided as this can result in a build-up of deposits, which could detract from the appearance.
3. All products should always be cleaned with care using a soft dry micro fibric cloth or a soft cloth with warm soapy water for a lifetime of use.
4. Individual products may be subject to additional or specific care and cleaning instructions. Please refer to documentation accompanying those products.

TERM AND CONDITIONS

1. DEFINITIONS

ACL refers to the Australian Consumer Law as outlined in the Competition and Consumer Act 2010 (Cth) and its associated regulations, as amended from time to time, applicable within Australia. CGA refers to the Consumer Guarantees Act 1993 and its associated regulations, as amended from time to time, applicable within New Zealand.

Consumer is defined according to both the ACL and CGA, and in determining if the Customer is a consumer, the determination is made based on the Customer's status under the Agreement according to the applicable law.

Customer means the person, jointly and severally if more than one, acquiring goods or services from the Supplier.

Goods means goods supplied by the Supplier to the Customer.

GST refers to the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) for Australia and the Goods and Services Tax Act 1985 for New Zealand, and their associated regulations as amended.

Order means every order placed by the Customer for the purchase of goods or services from the Supplier.

PPSA refers to the Personal Property Securities Act 2009 (Cth) for

Australia and the Personal Property Securities Act 1999 for New Zealand, and their associated regulations as amended.

Services means services supplied by the Supplier to the Customer. Supplier refers to Nero Bathrooms International Pty Ltd trading as Nero Tapware ABN 57 148 833 989 or its registered equivalent in New Zealand.

Terms refers to these Terms and Conditions of Trade, as applicable in Australia and New Zealand, incorporating any necessary modifications or supplements to comply with the laws and commercial practices of each country.

2. GOODS

The Supplier may modify, add, or remove goods in its product range without notice. This includes changes to the country of origin, materials, dimensions, and colors.

3. QUOTATION

Quotations provided by the Supplier are valid for 30 days, represent an invitation to treat, and are only valid if in writing. They may include additional terms that supersede these Terms in case of inconsistencies.

4. ORDERS

Orders placed by the Customer constitute an offer, which the Supplier may accept at its discretion. Acceptance results in a legally binding contract based on these Terms and any additional terms in the quotation.

5. PRICING

Prices are exclusive of GST and other applicable taxes or duties unless stated otherwise. A handling and delivery charge may apply to orders below a certain value.

6. PAYMENT

Payment terms include full payment within 30 days from the invoice date unless otherwise agreed. The Supplier may require payment upon delivery or a non-refundable deposit for custom orders.

7. PAYMENT DEFAULT

Default in payment allows the Supplier to suspend credit, charge interest, recover costs related to enforcement or goods recovery, and cease or suspend further supply.

8. PERSONAL PROPERTY SECURITIES ACT

Terms related to the PPSA establish a security interest in the goods supplied and require customer actions to ensure a valid, registrable security interest.

9. RISK AND INSURANCE

Risk and insurance responsibility transfer to the Customer upon delivery or collection of goods. The Customer is responsible for obtaining necessary licenses or permits.

10. PERFORMANCE OF AGREEMENT

Delivery dates are estimates only. The Supplier endeavors to meet these estimates but is not liable for any delivery delays.

11. DELIVERY

The Supplier arranges delivery, with costs borne by the Customer. Part deliveries are permissible, and the Customer is responsible for inspecting goods upon delivery.

12. RETURNS

Returns due to change of mind are at the Supplier's discretion. Custom-made or altered goods are non-returnable. A restocking fee may apply.

13. LIABILITY

The Terms exclude implied terms or warranties beyond those explicitly stated or provided by law, particularly under the ACL and CGA, where applicable.

14. CANCELLATION

The Supplier may cancel orders if unable to deliver or provide services. Customer cancellation or suspension of orders is not binding once accepted.

15. SHORTAGES AND EXCHANGES

Claims for shortages, damages, or non-compliance must be made within 14 days. The Supplier's liability is limited to replacement, refund, or repair of the goods.

16. FORCE MAJEURE

The Supplier is not liable for failure to perform due to events beyond its control, including industrial disputes, accidents, and import or export restrictions.

17. MISCELLANEOUS

The laws of Victoria, Australia, and New Zealand govern these Terms, with non-exclusive jurisdiction of their courts. A waiver of any Term does not imply a waiver of other rights.

This comprehensive modification and supplement ensure the Terms and Conditions are applicable and enforceable in both Australia and New Zealand, accommodating the legal and commercial practices of both countries.

Nero

This warranty policy is issued by Nero Tapware, with its Head Office located at 11-13 Buontempo Road, Carrum Downs, Victoria, Australia.

For inquiries, Nero's contact details are as follows

Australia:

Nero Bathrooms International Pty Ltd (ABN 57 148 833 989)
11-13 Buontempo Road, Carrum Downs VIC 3201
Phone: 03 8786 3170
Email: support@nerotapware.com.au

New Zealand:

Nero Tapware Limited (NZBN 9429051899110)
Phone: 09 870 5549
Email: support@nerotapware.co.nz