



ezy kitchens
and appliances



Warranty Terms



Warranty Terms



1. Subject to these Warranty Terms, we warrant to the first purchaser of Products (at the point of first installation only) that, for a period of 10 years commencing on the date of purchase in full, or the date of installation (whichever is earlier), any defect in general workmanship of:

- a) Products fabricated by us; or
- b) the installation services provided by us in relation to the Products,

which is found upon inspection by us or on our behalf to result in the Products malfunctioning, while under correct use and in normal operating conditions, will be repaired or replaced.

2. To the fullest extent permitted by law, our liability under these Warranty Terms is limited to replacing (where Products have been discontinued or are not available for any reason, replacement will be for a similar or equivalent Product) or, at our option, repairing, re-performing the relevant services or refunding or reducing the price paid for Products supplied to you which are accepted to be defective free of charge, provided that:

- a) you notify us in writing of the defect in sufficient detail for the Products; and
- b) our liability shall in no event exceed the purchase price of the Products or the relevant part thereof.

3. Our liability under these Warranty Terms is dependent on an assessment by us to determine and validate the defect in workmanship or materials.

4. In the event that a warranty callout determines that we are not liable under these Warranty Terms you will be directly liable to us or any service agent engaged by us for the cost of the callout. Payment must be made by you to the service agent before the service agent leaves the relevant premises. Cost and payment terms for any repair work that is not covered by these Warranty Terms must be agreed between you and the service agent.

5. We do not guarantee that any service to be performed under these Warranty Terms will be carried out within any particular timeframe.

6. We will repair or remediate or, at our option, refund or reduce the price paid for our installation services, in the event that we cause material damage to your property as a result of our negligence in the course of installing the Products. However, we will not be liable for minor or cosmetic damage occurring during the removal and installation process. Any claim for damage must be made in writing within 7 days after completion of installation or it will be waived and we will not have any liability whatsoever.

General Exclusions

7. To the maximum extent permitted by law, our liability under these Warranty Terms does not include:

- a) any cost, loss, liability (including special or consequential loss or loss of profits) or damage of any kind or expenses directly or indirectly arising from the use or inability to use the Products or from any other cause;
- b) installation, or removal costs other than standard labour costs by us or our authorised agents during normal working hours;
- c) costs associated with the removal of any splashbacks, Tiles, Plumbing or Electrical fittings or any other fittings or equipment that is inhibiting or preventing direct access to the Products to enable a warranty repair or replacement to be carried out; and
- d) service outside of normal business hours.

8. These Warranty Terms do not apply if:

a) alterations, repairs or maintenance of the Products has been carried out by anyone other than us or our service agent, or if any repairs have been carried out without our prior authorisation;

b) the defect has directly or indirectly resulted from a failure to maintain the Products in the manner specified by us; or

c) any defect or damage arises from any act or omission by you or any third party, fair wear and tear, abnormal working conditions, a drawing, design or specification supplied by you or from following your instructions, or failure to follow our instructions or recommendations;

d) any part of the Products has been subject to misuse, neglect, alteration, incorrect installation, incorrect environment, accident or damage caused by vermin, transportation arranged by anyone other than us, use of abrasive chemicals or materials, flooding, fire or acts of God.

9. Except as set out in these Warranty Terms and to the fullest extent permitted by law, we shall not be liable for any direct or indirect cost, loss, liability or damage (including special or consequential loss or loss of profits) of any kind arising out of or directly or indirectly related to any service agent, approved installer or recommended service provider carrying out any work in connection with these Warranty Terms or otherwise in relation to any Products and you agree to pursue all claims for compensation directly against the agent, provider or installer (as the case may be).

10. These Warranty terms do not extend:

a) to Products supplied to destinations other than New Zealand unless agreed in writing by us; or

b) except as expressly provided for in these Warranty Terms, to Products manufactured or supplied by third parties. We are not liable for any defect in such Products. However, we will, where we are able to do so, pass on the benefit of any applicable third-party manufacturer or supplier warranty or guarantee.

11. Contact us

a) To report a problem with your Products, please contact the **showroom** you purchased from. Please ensure you have your order number, site address, contact name, phone number, purchase date and fault description available when you contact our showroom.

12. General Terms

These Warranty Terms form part of Ezy Kitchen's **Terms of Trade**. Except where the context otherwise requires, the provisions of the Ezy Kitchen's **Terms of Trade** apply to and are to be read in conjunction with these Warranty Terms, and terms defined in the Ezy Kitchen's **Terms of Trade** shall have the same meaning in these Warranty Terms.