

# NOVAS

## Novas Product Warranty

This warranty is provided by [Novas Pty Ltd] (ACN 074 131 650) of 49 Assembly Drive, South Dandenong Victoria ("**Novas**", "**us**" or "**we**") on the products we supply to our retail customers.

### 1. What is covered by this warranty?

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- (a) We warrant that all Novas branded products sold to retail consumers and any corresponding spare parts (**Products**) are free from defects in materials and workmanship (including mechanical parts) during the relevant Warranty Periods set out in Schedule 1 (residential applications) or Schedule 2 (commercial applications)
- (b) Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (c) Nothing in this Warranty excludes, restricts or modifies any condition, warranty, guarantee, implied term, right or remedy pursuant to Australian Consumer Law and which may not be so excluded, restricted or modified. For such conditions, terms, guarantees, and warranties that cannot be excluded, restricted or modified, we limit the remedies available to the extent permitted in the relevant legislation.

### 2. Customer's responsibilities

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- (a) You must use and maintain the Product in accordance with Novas' Care, use and maintenance guidelines (which can be found at: [https://assets.novas.com.au/AssetsSharepoint/Care\\_and\\_Maintenance.pdf](https://assets.novas.com.au/AssetsSharepoint/Care_and_Maintenance.pdf)) (**Novas Care Guidelines**) and any other information supplied to you by Novas or a Novas authorised distributor.
- (b) If the Product has or develops a defect, no attempt should be made to repair it. Doing so may cause damage which is not covered by this warranty. Only Novas-authorized service agents may perform service or repairs on the Product.

### 3. What is not covered by this warranty?

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3.1 This warranty does not apply to Products that:

- (a) have not been purchased from Novas or a Novas authorised distributor (**Novas Distributor**);

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- (b) have been modified or changed without approval from Novas;
- (c) have not been installed in accordance to relevant National Standards and Regulations;
- (d) have not been installed in accordance with Novas' then current installation and environment specifications (including outdoor use of products designed for indoor use only) which accompany the relevant Product or are made available to you;
- (e) have not been properly maintained in accordance with Novas Care Guidelines;
- (f) have had any of the brands, marks, patented plates, numbers or other information defaced or removed; or
- (g) have been damaged prior to installation by you or any person other than Novas or a Novas Distributor.

## 3.2 This warranty does not cover:

- (a) any costs you incur in making a warranty claim. This includes (but is not limited to the costs of transporting the Product to and from Novas;
- (b) the removal or fitting of Products replaced under warranty; or
- (c) to the extent permitted by law, any loss to furniture, floor coverings, walls fixtures or any consequential loss of any kind caused by any defect in the Product.

## 3.3 This warranty does not apply to any damage, defect, deterioration or fault in any of the Products caused by:

- (a) repair, maintenance or service by a person not authorised by Novas;
- (b) normal wear and tear;
- (c) the use of substitute or replacement parts other than genuine Novas parts;
- (d) accident, abuse, misuse, neglect, abnormal stress or strain or intentional damage;
- (e) an application or use of the Product which is not within the specifications for that Product;
- (f) another product(s) being affixed or attached to, or installed or integrated with the Product;
- (g) use with water pressures and or temperatures that exceed the specifications for the Product

Note: AS/NZS 35001 (2021) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations,

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Note: Showers may not be suitable for use within gravity-fed water systems, some instantaneous hot water systems and pressure supply less than 150kPa;

- (h) the continued use of the Product by a person after that person becomes aware, or ought reasonably have been aware, of a defect or fault in the Product; or being exposed to harsh environments outside the specification for the Product. This includes (but is not limited to) corrosives such as vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray and high humidity.

## 4. Stainless steel products

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- (a) Products which are made of (whether part or all) stainless steel (**Stainless Steel Products**) are not 'stain free', but rather will stain less than ordinary carbon steel.
- (b) Stainless Steel Products are not warranted against surface discolouration known as 'tea staining'.
- (c) The Novas Care Guidelines (which can be found at: [https://assets.novas.com.au/AssetsSharepoint/Care and Maintenance.pdf](https://assets.novas.com.au/AssetsSharepoint/Care_and_Maintenance.pdf)) set out information about Stainless Steel Products and tea staining.

## 5. How will a valid warranty claim be honoured?

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- 5.1 If you submit a valid claim under this warranty, Novas will, at its option:
  - (a) repair the Product;
  - (b) replace the Product with a product that is at least equivalent to the original Product in function and quality; or
  - (c) refund the purchase price paid for the Products.
- 5.2 If a Product or component of a Product is replaced or the relevant purchase price refunded, any replacement Product becomes your property and the replaced Product becomes Novas' property.
- 5.3 If a Product is to be repaired at a particular location, Novas requires adequate access to the Product, fittings and fixtures to complete the repair. Novas will not be responsible for any costs or damage which result from adequate access not being so provided.

## 6. How to lodge a warranty claim

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- (a) To make a claim under this warranty, please complete the Novas Warranty Procedure form (which can be found at: [https://assets.novas.com.au/AssetsSharepoint/Novas\\_Warranty%20Procedure%20Form\\_2019.pdf](https://assets.novas.com.au/AssetsSharepoint/Novas_Warranty%20Procedure%20Form_2019.pdf)) and send it to [sales@novas.com.au](mailto:sales@novas.com.au) (**Warranty Claim**).
- (b) All Claims must be received by Novas within the applicable warranty period to the Product as set out in schedule 1 (residential applications) or schedule 2 (commercial applications) to this warranty document.
- (c) Once your Warranty Claim has been received, a Novas representative will determine whether the claim is valid. If a valid Warranty Claim, we will inform you how Novas will honour that claim under clause 5.
- (d) After you lodge a claim, Novas may, before providing a determination under clause 6(c), require that you provide proof of purchase and respond to questions designed to assist with diagnosing potential faults. You must respond to all requests promptly and at your own expense.
- (e) If under a Warranty Claim you are required to return any Products to Novas, you must do so at your own expense. Products must be securely packed to protect against damage. You must submit a Novas Warranty Procedure form as set out in clause 6(a) before returning any Products.

## 7. General

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- (a) This warranty extends only to the original purchaser and is not transferrable without Novas' prior written consent.
- (b) No change to the conditions of this warranty is valid unless it is made in writing and signed by an authorised representative of Novas.
- (c) Products which are purchased for use in applications other than residential homes (e.g. hospitals, hotels, aged care, schools, factories) will be deemed Commercial Installations and will be subject to warranty periods set out in Schedule 2 unless an amendment is provided in writing and signed by an authorised representative of Novas.

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## Schedule 1 Residential Warranty Periods

Category	Warranty	Warranty Details
Vanities & Cabinets	2/1 Years	2 Years Replacement Product or Parts 1 Year Parts and Labor
Accessories	15/7/5/1 Years	7 Years Replacement Product or Parts 15 Years on PVD Finish / 5 Years Electroplate Finish 1 Year Parts and Labor
Mixer Taps	15/5/1Years	15 Years Replacement cartridge, Product or Parts 15 Years on PVD Finish / 5 Years Electroplate Finish 1 Year Parts and Labor
Showers and Hand Shower Rails	15/5/1 Years	15 Years Replacement Product or Parts 15 Years on PVD Finish / 5 Years Electroplate Finish 1 Year Parts and Labor
Tapware	15/5/1 Years	15 Years Replacement Cartridge 15 Years on PVD Finish / 5 Years Electroplate Finish 1 Year Parts and Labor
Frame Mixers and Taps	25/5/2 Years	25 Years Replacement cartridge 25 Years on PVD Finish / 5 Years Electroplate Finish 2 Year Parts and Labor
Bath Tubs	5/1 Years	5 Years Replacement Product or Parts 1 Year Parts and Labor
Ceramic	15/1 Years	15 Replacement Product or Parts 1 Year Parts and Labor
Toilets	15/ 3 / 1 Years	15 Years Replacement Product or Parts on Ceramic 3 Years Replacement Product or Parts on Internal Systems 3 Year Replacement Product or Parts on Seat, Buttons and Hinges 1 Year Parts and Labor
Smart Tapware	2/1 Years	2 Years Replacement Product or Parts 1 Year Parts and Labor
Kitchen/ Laundry Sinks	25/1 Years	25 Years replacement product or parts 1 Year Parts and Labor
Commercial All Products	1 Year	1 Year Replacement Product or Parts 1 Year Parts and Labor
Solid Surface	10/1 Years	10 Year Replacement Product or Parts 1 Year Parts and Labor

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Category	Warranty	Warranty Details
Door Hardware PVD Finishes	25 Years	25 Years Replacement Product or Parts
6000 Mortice Lock	25 Years	25 Years Replacement Product or Parts
Door Furniture	25 Years	25 Years Replacement Product or Parts
Door Closer	7 Years	7 Years Replacement Product or Parts
General Hardware	7 Years	7 Years Replacement Product or Parts
Short Backset Mortice Lock	7 Years	7 Replacement Product or Parts
Keys	1 Year	1 Year Replacement Product

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## Schedule 2 Commercial Warranty Periods

Category	Warranty	Warranty Details
Vanities & Cabinets	1 Year	1 Years Replacement Product or Parts 1 Year Parts and Labor
Accessories	2/1 Years	2 Years Replacement Product or Parts 2 Years on Finish 1 Year Parts and Labor
Mixer Taps	15/7/2/1 Years	15 Years Replacement Cartridge 7 Years Product or Parts 2 Years on Finish 1 Year Parts and Labor
Showers and Hand Shower Rails	7/2/1 Years	7 Years Replacement Product or Parts 2 Years on Finish 1 Year on Sliders, Hoses and Soap Dish 1 Year Parts and Labor
Tapware	7/2/1 Years	7 Years Replacement Product or Parts 2 Years on Finish 2 Years on Ceramic Discs or Jumper Valve 1 Year Parts and Labor
Bath Tubs	2/1 Years	2 Years Replacement Product or Parts 1 Year Parts and Labor
Ceramic	10/1 Years	10 Replacement Product or Parts 1 Year Parts and Labor
Toilets	15/ 1 Years	10 Years Replacement Product or Parts on Ceramic 1 Year Replacement Product or Parts on Internal Systems 1 Year Replacement Product or Parts on Seat, Buttons and Hinges 1 Year Parts and Labor
Smart Tapware	2/1 Years	2 Years Replacement Product or Parts 1 Year Parts and Labor
Kitchen/ laundry Sinks	5/1 Years	5 Years replacement product or parts 1 Year Parts and Labor
Commercial All Products	1/1 Year	1 Year Replacement Product or Parts 1 Year Parts and Labor
Solid Surface	2/1 Years	2 Year Replacement Product or Parts 1 Year Parts and Labor

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Category	Warranty	Warranty Details
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6000 Mortice Lock	25 Years	25 Years Replacement Product or Parts
Door Furniture	25 Years	25 Years Replacement Product or Parts
Door Closer	7 Years	7 Years Replacement Product or Parts
General Hardware	7 Years	7 Years Replacement Product or Parts
Short Backset Mortice Lock	7 Years	7 Replacement Product or Parts
Keys	1 Year	1 Year Replacement Product