

# Manufacturer's Guarantee 5 years

### The Grohe manufacturer's guarantee

Grohe shall grant guarantee services to the end consumer in accordance with the terms and conditions set out below for all products supplied to the end customer under the Grohe brand, which are marked as products with the "Grohe 5 year Manufacturer's Guarantee".

End customer shall be every consumer purchasing the product.

The contractual and/or statutory rights of the end customer as against the respective seller and the statutory rights of the end customer as against the product's manufacturer shall not be affected by this guarantee.

#### **Guarantee services**

Grohe warrants that products under the Grohe brand that were manufactured for Grohe after 1st September 2016 shall be free and clear of material, manufacturing, design and functional defects. In assessing whether a product is defective, the technical standard at the date of manufacture of the product shall be used as the basis.

Any defects that occur shall be rectified by Grohe at its own expense by way of repair or replacement at Grohe's discretion.

Repair or replacement shall, at Grohe's discretion, be performed either by a qualified specialist fitter or a Grohe service employee.

A defective product shall be exchanged by way of free delivery and installation of a new product of the same type and same quality. Should the defective product no longer be manufactured at the time of the guarantee event, Grohe may deliver a similar product of the same or greater value. Following the replacement, title of the defective product shall pass to Grohe.

Grohe shall assume the costs for any transport of the product in one direction.

## **Guarantee period**

The Grohe Manufacturer's Guarantee shall apply for a period of five years commencing from the date of purchase of the Grohe product (12 months for spares) by the end customer. If a valid proof of purchase cannot be produced the guarantee shall run for a period of no longer than 6 years commencing from the date of production of the respective Grohe product.

The guarantee period shall not be extended by any repair work authorised by Grohe or exchange of the product or parts, nor shall it commence to run anew. The same shall apply if these guarantee terms and conditions are enclosed with the replacement product.

# **Guarantee prerequisites**

A prerequisite for a guarantee claim shall be the submission of the original invoice with the purchase date and must clearly indicate the name and address of the seller and the place of purchase.

Moreover, claims under this guarantee shall only be given if the product is properly installed, mounted and operated. The installation and operational instructions as well as the technical data sheet issued by Grohe must always be observed. This shall apply irrespective of whether installation is performed by a qualified specialist fitter or whether the end customer installs and mounts the product on its own.

In order to claim the Grohe Manufacturer's Guarantee the product must be duly and properly cleaned and cared for in accordance with the Grohe care instructions and operated in accordance with the operational instructions.

The technical product information, the technical data sheets and the Grohe care instructions may be found in the sales packaging and on the Grohe website (www.grohe.co.uk). In the event of questions concerning maintenance and care, Grohe's after sales service team will be happy to assist and can be contacted on 0871 200 3414 or alternatively via our website; www.grohe.co.uk/en\_gb/our-service/contact.html

The end consumer may claim guarantee services only if notice of a defect arising is given prior to claiming of the guarantee services unless such notice should be unreasonable. Notice should be given to Grohe's after sales service team on 0871 200 3414 or via our website; www.grohe.co.uk/en\_gb/our-service/contact.html

Notification must be given within a reasonable time after the defect has been discovered, however, in any case prior to the expiration of the guarantee period.

## **Exclusion of the guarantee**

Claims may not be asserted under the guarantee,

- If the product was not properly installed, cared for, maintained or repaired, in accordance with Grohe's instructions, valid water regulations and best plumbing practice.
- If the product does not have isolation valves (water and electrical), or the product is not wholly accessible.
- If the product is defective out of the box in this instance the product must be returned to place of purchase.
- If the product is not installed/removed.
- If the defect is attributable to incorrect operation or incorrect handling of the product.

- If the defect occurs due to missing or incorrect maintenance.
- If spare parts other than original Grohe spare parts are used during repairs or maintenance of the product.
- If the defect was caused by transport or installation of the product.
- If the surface has been scratched.
- If the product is a display / ex display product, or second hand.
- If consumables (such as filters, filter cartridges, aerators or batteries) or material subject to wear and tear (such as seals) are affected.
- If the defect was caused by a breakage of fragile parts (such as glass or light bulbs).
- If the defect occurs due to aggressive environmental influences (such as chemicals, cleaning agents), lime scale or disruptions due to ice and/or lime.
- If the defect is caused by specific environmental circumstances (e.g. excess or negative pressure in the line, excess voltage or undervoltage on the line).
- If the defect is attributable to willful or negligent damage to the product by the end customer or a third party.
- If the product was purchased on auction sites, either consumer to consumer or second hand.
- If missing parts or product defects are not reported within 30 days of purchase
- For additional costs incurred i.e loss of earnings due to time taken off of work, cost of phone calls.
- For failure to pay any outstanding invoice for non-warranty calls.

Grohe will review each specific case and assess whether the guarantee prerequisites have been met and whether there are any grounds for exclusion. If a guarantee claim is asserted and it emerges during an inspection of the product by Grohe that there was no defect or there is no guarantee claim for one of the above reasons, Grohe is entitled to charge a service fee of £100 + Vat.

If, however, the defect is rectified by Grohe , the services rendered may be charged to the customer based on the incurred expenses (material, wages, travel expenses). Miscellaneous

This guarantee only applies to the extent explicitly mentioned above and subject to the prerequisites mentioned above and may be asserted by any consumer holding title to the product.