



NEWPEARL TILES

10-Year Product Guarantee

At Newpearl, we understand that choosing tiles is an important decision. To give you even more confidence in your choice, we are pleased to offer our **10-Year Product Guarantee**. This guarantee covers the performance of our tiles, subject to the terms and conditions outlined below.

1. Guarantee Coverage

- **What is Covered:**

This guarantee covers manufacturing defects in the tiles, including issues related to material quality, for a period of **10 years from the date of purchase**.

- The guarantee includes the cost of replacing the defective tiles and reasonable installation costs for the replacement tiles.
- This guarantee is in addition to your rights under the New Zealand Consumer Guarantees Act 1993.

- **What is Not Covered:**

- Normal wear and tear, improper installation, or damage caused by misuse, accidents, or failure to follow care instructions.
 - Variations in shade, size, or texture between batches or samples, as these are inherent to the manufacturing process and do not constitute a defect.
 - Loss of profit, consequential damages, or any indirect losses.
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2. Consumer Rights Under New Zealand Law

- This guarantee does not limit or replace your rights under the **Consumer Guarantees Act 1993 (CGA)**. If the tiles fail to meet the guarantees of acceptable quality, fitness for purpose, or match their description, you may be entitled to a repair, replacement, or refund.
 - If the product is used for business purposes, the CGA may not apply, and this guarantee will govern your rights.
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3. Claim Process

To make a claim under this guarantee, please provide the following:

1. A copy of the original purchase invoice.

2. A written statement detailing the nature of the defect and how it affects the tiles.
3. Photographic evidence of the issue (if applicable).

Submit your claim to:

La Perla Limited

1/123 Pilkington Road, Panmure, Auckland

Email: account@newpearl.co.nz

We will assess your claim and, if valid, provide a repair, replacement, or refund as appropriate.

4. Conditions of the Guarantee

- **Installation Requirements:**
The tiles must be selected, installed, and maintained in accordance with current tiling standards and accepted industry practices. Failure to do so may void this guarantee.
 - **Pre-Installation Inspection:**
The customer is responsible for inspecting the tiles before installation. Any visible defects must be reported before installation. Once the tiles are installed, they are considered accepted, and no claims for visible defects will be accepted.
 - **Batch Variations:**
Due to the nature of tile manufacturing, there may be variations in shade, size, or texture between samples and delivered goods, or between different batches. These variations are not considered defects.
 - **Additional Tiles:**
We recommend purchasing additional tiles to account for wastage and future repairs, as the same batch may not be available at a later date.
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5. Customer Responsibilities

- The customer acknowledges that:
 - They are responsible for ensuring the tiles are suitable for their intended purpose and comply with relevant regulations.
 - Newpearl is not responsible for the workmanship of any tradesperson involved in the installation, even if a tradesperson was recommended by Newpearl.
 - Newpearl provides no warranties or guarantees regarding the installation process or the suitability of the tiles for specific applications.

6. Limitation of Liability

- Newpearl's liability under this guarantee is limited to the cost of replacing the defective tiles and reasonable installation costs.
 - Newpearl is not liable for any indirect, consequential, or incidental damages, including loss of profit or business interruption.
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7. Governing Law

This guarantee is governed by the laws of New Zealand. Any disputes arising from this guarantee will be resolved in the courts of New Zealand.

8. Contact Us

If you have any questions about this guarantee or need assistance, please contact us at:

La Perla Limited

1/123 Pilkington Road, Panmure, Auckland

Email: account@newpearl.co.nz

Phone: 09 570 6998

Summary of Changes Made

1. **Clarified Consumer Rights:** Added a section explicitly stating that this guarantee is in addition to rights under the CGA.
2. **Removed Unfair Terms:** Removed clauses that could be seen as unfairly limiting consumer rights (e.g., "No claims can be made once goods are laid").
3. **Added Pre-Installation Inspection:** Emphasized the customer's responsibility to inspect tiles before installation.
4. **Batch Variations:** Clearly stated that variations in shade, size, or texture are not defects.
5. **Simplified Language:** Made the document easier to read and understand for consumers.