

LAMINEX® Solid Surface

1. Subject to the conditions and limitations set out in this warranty below, Laminex New Zealand, a division of Fletcher Building Products Ltd warrants Laminex Solid Surface Product (the **product**) will for a period of 10 years from the date of purchase be free from defects in workmanship or materials used in manufacturing the product.
2. This warranty is subject to the product:
 - a) having been installed by a fabricator/installer approved by Laminex New Zealand;
 - b) remaining installed at the original location it was installed; and
 - c) having been installed, maintained, used and protected in the manner recommended by Laminex New Zealand, as per its literature published at www.laminex.co.nz or otherwise provided to the purchaser at the time of purchase.

Any failure to adhere to these requirements may reduce the durability of the product and will invalidate this warranty.

3. This warranty is subject to the following conditions:
 - a) This warranty only applies to Laminex Solid Surface Product purchased after 1 October 2013 for interior residential or commercial use in New Zealand; and
 - b) A person claiming under this warranty must provide written proof of purchase and make a written claim within seven (7) days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
4. This warranty does not cover:
 - a) Any act of God, any natural occurrence, or any other act or circumstance beyond Laminex New Zealand's control;
 - b) Failure to follow any procedures recommended by Laminex New Zealand by the original purchaser or any third party at the time of fabrication and installation;
 - c) Physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains;
 - d) General fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided);
 - e) The product being used in applications that are not recommended by Laminex New Zealand;
 - f) Seam appearance and reduction of surface gloss of the product;
 - g) Faulty workmanship by any person other than authorised personnel of Laminex New Zealand or Laminex New Zealand approved fabricators in each case in the manufacture of the product;
 - h) Variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations;
 - i) Trivial or insubstantial defects;
 - j) Where, as at the date of notification of the defect to Laminex New Zealand and in the case of an otherwise valid claim, the type or colour of the alleged defective product

no longer forms part of Laminex New Zealand's standard stock range and the claimant does not agree to the supply of a replacement which is as close a type or colour match as is possible from Laminex New Zealand's then-prevailing stock range;

- k) Where the defect has been disclosed as a feature or limitation of the product in any literature published by Laminex New Zealand or communicated to the original purchaser in any other way;
 - l) Any other product used or installed in connection with the product; or
 - m) Outdoor application.
5. In the event of a valid defect claim arising from a breach of this warranty during the warranty period Laminex New Zealand will, at its sole option, do one of the following:
- a) supply replacement product;
 - b) repair the defective product;
 - c) pay for the cost of supplying a replacement of the defective product; or
 - d) provide a refund of the purchase price of the defective product.

Laminex New Zealand will not be liable for any losses or damages arising as a result of a breach of warranty or the defective product, other than as set out in this paragraph 5.

6. A replacement product may not be reasonably available from Laminex New Zealand in the same shape, type or colour as the original product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Laminex New Zealand reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Laminex New Zealand's then prevailing product range in satisfaction of its obligations under this warranty.
7. In the event of a breach of this warranty Laminex New Zealand will not be liable in contract, tort, equity or for breach of any statute (to the fullest extent permitted by law) for any indirect losses or consequential damages of any kind, or for loss of profits, loss of use, loss of anticipated savings, loss of production, or loss of goodwill.
8. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent permitted by law.
9. Nothing in this warranty shall exclude or modify any legal rights a consumer may have under the Consumer Guarantees Act 1993 or otherwise which cannot be excluded or modified by law.
10. This warranty is not transferable or assignable and only applies to the original purchaser of the product.
11. Where product is supplied to the original purchaser for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993, the provisions of the consumer Guarantees Act 1993 do not apply to such supply.
12. Any inquiries regarding this warranty should be sent to:
- Laminex Solid Surface Warranties,
 - Laminex New Zealand,
 - PO Box 12270, Penrose,
 - Auckland, 1642.