

## Warranty

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Laminex New Zealand™ (a division of Fletcher Building Products Limited) ("Distributor") confirms the terms and conditions of the Laminex™ Chemical Resistant Laminate Warranty as set out in this document (the "Warranty") in respect of the Laminex™ Chemical Resistant Laminate supplied by the Distributor to you.

Subject to the terms and conditions outlined in this document and the terms and conditions of sale:

(1) Laminex New Zealand™ warrants to the original purchaser of Laminex™ Chemical Resistant Laminate product used for residential or commercial use, the product(s) will, under normal use be free from manufacturing defects during the 7 year Warranty Term; and

(2) where a manufacturing defect arises, Laminex New Zealand™ will, at its discretion, repair or replace the Laminex™ Chemical Resistant Laminate product without charge if it is defective directly as a result of manufacture or supply by Laminex New Zealand™.

Laminex™ Chemical Resistant Laminate Technical Information is available online at [laminex.co.nz](http://laminex.co.nz) or by contacting Laminex New Zealand™ on 0800 303 606.

### Terms and conditions

#### 1. This warranty does not cover defect/damage caused by:

- a) any act of God, any natural occurrence, third party act or omission or other circumstances beyond Laminex's control; or
- b) physical abuse, negligence, vandalism, misuse or accidents; or
- c) exposure to excessive direct or radiant heat; or
- d) exposure to excessive moisture, including damage from steam or hot water; or
- e) the use of inappropriate cleaning products/materials; or
- f) normal 'wear and tear', including without limitation, scratches, scuffs, burns, stains, wipe marks, chipping, dents, cuts on the product;
- g) failure to follow procedures/recommendations set out in the Care and Maintenance instructions of the product published by Laminex New Zealand™ at [laminex.co.nz](http://laminex.co.nz);
- h) general fading or discolouration due to direct or indirect UV light exposure; or
- i) variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations; or
- j) failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Laminex New Zealand™ at [laminex.co.nz](http://laminex.co.nz);
- k) inappropriate transport, storage and handling prior to installation;
- l) failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Laminex New Zealand™ at [laminex.co.nz](http://laminex.co.nz);
- m) failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joints or seams;
- n) faulty workmanship by any person other than Laminex New Zealand™;

o) unauthorised modification/application.

#### 2. This warranty does not cover:

- a) anything that has been disclosed as a feature or limitation of the Laminex™ Chemical Resistant Laminate product in any literature published by Laminex New Zealand™;
- b) outdoor applications;
- c) where a defect is trivial or insubstantial;
- d) where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Laminex™ Chemical Resistant Laminate product.

#### 3. This warranty only applies to Laminex™ Chemical Resistant Laminate product:

- a) that is purchased on or after August 1st, 2019;
- b) that has not been moved from their original place of installation;
- c) where that part or parts of the Laminex™ Chemical Resistant Laminate product is affected by the manufacturing defect. Laminex New Zealand™ will endeavour to repair to the same standard or replace with the same or substantially similar product and colour. Laminex New Zealand™ is not obliged to repair or replace any other product(s);
- d) that has been designed, fabricated, installed, maintained, used and protected in the manner recommended by Laminex New Zealand™, in related literature found at [laminex.co.nz](http://laminex.co.nz) (alternatively a copy of literature containing these recommendations can be ordered by email to Laminex New Zealand™ at the address below);
- e) where Laminex New Zealand™ has received notification of any manufacturing defect within 7 days of the first person to become aware of it; and
- f) where the claim is made within the applicable Warranty Term.

#### 4. Cost of claiming:

- a) Laminex New Zealand™ will bear the expense of reasonable labour charges which are necessary for the repair or replacement of the defective Laminex™ Chemical Resistant Laminate product;
- b) The person claiming the warranty will bear all other expenses of claiming this warranty.

#### 5. Validity:

- a) a claim may only be made against this warranty after Laminex New Zealand™ has received payment by first purchaser in full for its product;
- b) a claim may only be made during the applicable Warranty Term;
- c) the Warranty Term does not restart if a claim is submitted; the original warranty commencement date applies; and
- d) the warranty is not transferable or assignable.

#### 6. Limitations:

- a) Other than as provided in these terms, Laminex New Zealand™ will have no liability to a claimant (whether in statute, contract, tort, or otherwise at law or in equity) in respect of any defects in the product or for any loss, damage, costs or expenses caused

by the product or defects in the product, provided that nothing in this paragraph 6 or otherwise in these terms excludes or modifies any legal rights you may have, including rights under the Consumer Guarantees Act 1993 (as applicable). This warranty should therefore not be read as exhaustive statement of the rights of the original end user or any other person.

- b) To the extent permitted by law, without limiting your consumer rights under the Consumer Guarantees Act 1993, Laminex New Zealand™ expressly limits its liability under this warranty and under any other statutory guarantee imposed at law to, at its option:
- i. the replacement or repair of the defective product;
  - ii. the supply of an equivalent product; or
  - iii. the payment of the cost of the defective product, or of repairing the defective product, or of acquiring an equivalent product.
- c) To the extent permitted by law, Laminex New Zealand™ expressly excludes all conditions, warranties and undertakings in relation to the Laminex™ Chemical Resistant Laminate product, whether expressed or implied, including any implied warranty of merchantability or suitability for a particular purpose and not withstanding any course of dealing between the parties or custom and usage in the trade to the contrary, except as set out in this document.

#### 7. Enquiries:

- a) Any enquiries regarding this warranty should be sent to

Laminex New Zealand™  
Email: [info@laminex.co.nz](mailto:info@laminex.co.nz)  
Phone: 0800 303 606  
Website: [laminex.co.nz](http://laminex.co.nz)

To claim this warranty, please send the following written details to the above email address:

Your name, address and telephone number

Place where Laminex™ Chemical Resistant Laminate was purchased. Please also provide a copy of your proof of purchase

If Laminex™ Chemical Resistant Laminate has been installed - the address at which it was installed, the date of installation, the name of the person and company that installed it, the quantum of the proposed labour charges necessary for the repair or replacement of the Laminex™ Chemical Resistant Laminate product (including any quotes you have obtained verifying the labour charges)

Description of how the Laminex™ Chemical Resistant Laminate product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s). After we receive your written claim, we will contact you to discuss. In some circumstances Laminex New Zealand™ may need to remove a sample of the installed Laminex™ Chemical Resistant Laminate product for testing.