

Warranty

1. In this warranty, "Laminex™ Laminate Product" means Laminex™ High Pressure Laminate, Formica® High Pressure Laminate, Laminex™ Metallics and Laminex™ Magnetics.

2. Subject to the conditions and limitations set out in this warranty below, Laminex New Zealand™, a division of Fletcher Building Products Ltd trading as Laminex New Zealand™ warrants to the original purchaser of any Laminex™ Laminate product for interior residential or commercial use that Laminex New Zealand™ will at its option, repair or replace any Laminex™ Laminate Product without charge if it is defective directly as a result of its manufacture or supply by Laminex New Zealand™ or the materials used in its manufacture by Laminex New Zealand™ during the first 7 years after initial purchase (proof of purchase will be required). Subject to paragraph 8, this obligation terminates at the expiration of 7 years from the date of purchase of the product concerned from Laminex New Zealand™.

3. This warranty does not cover any defect caused directly or indirectly by:

- a) Any act of God, any natural occurrence, or any other act or circumstance beyond Laminex New Zealand's control; or
- 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, for the fabrication and installation of a Laminex™ Laminate Product; or
- 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, wipe marks on darker colour surfaces; or
- d) General fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or
- e) The product being used in applications that are not recommended by Laminex New Zealand™; or
- f) Faulty workmanship by any person other than authorised personnel of Laminex New Zealand™; or
- g) Variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations.

This warranty also does not cover:

- h) Where the defect is trivial or insubstantial; or
- i) Where, as at the date of notification of the defect to Laminex New Zealand™, the type or colour of the alleged defective product no longer forms part of Laminex New Zealand's standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is

a close a type or colour match as is possible from Laminex New Zealand's then prevailing stock range; or

j) Where the defect has been disclosed as a feature or limitation of the Laminex™ Laminate Product in any literature published by Laminex New Zealand™ or communicated to the original purchaser in any other way; or

k) Outdoor application.

4. This warranty applies only to Laminex™ Laminate Product:

- a) Purchased from Laminex New Zealand™ after 1 July 1994 for interior residential or commercial use in New Zealand;
- b) That has remained installed at the location at which it was first installed after its sale by Laminex New Zealand™;
- c) Which has been installed, maintained, used and protected in the manner recommended by Laminex New Zealand™, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the Laminex™ Laminate Product, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Laminex New Zealand™ at the address given below;
- d) Where Laminex New Zealand™ has been notified of the defect within seven days of the first person becoming aware of it.

5. This warranty will cover reasonable labour charges incurred by or pre-approved by Laminex New Zealand™ which are necessary for the repair or replacement of the Laminex™ Laminate Product covered by this warranty.

6. A replacement product may not be reasonably available from Laminex New Zealand™ in the same shape, type or colour as the original Laminex™ Laminate 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. Except as expressly provided in paragraphs 1 and 8, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Laminex™ Laminate Product are excluded to the greatest extent allowed by law. Without limiting the generality of the preceding sentence, Laminex New Zealand™ will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Laminex™ Laminate Product.

8. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Laminex New Zealand™ and a person, or Laminex™ New Zealand's relationship with a person, which has acquired a Laminex™ Laminates Product, or otherwise gives that person a particular remedy against Laminex New Zealand™, and that legislation or any legislation voids or prohibits any provision excluding, or modifying the application of, or exercise of, any liability under such term, condition, warranty or remedy, then that term, condition warranty or remedy shall be deemed to be included in or, as the case may be, apply to that contract or relationship.

However, Laminex New Zealand's liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Laminex New Zealand's option, in any one or more of the ways permitted by that legislation including, where so permitted:

- a) If the breach related to a Laminex™ Laminate Product:
 - i. The replacement of the Laminex™ Laminate Product or the supply of equivalent product;
 - ii. The repair of the Laminex™ Laminate Product;
 - iii. The payment of the cost of replacing the Laminex™ Laminate Product or acquiring equivalent product; or
 - iv. The payment of the cost of having the Laminex™ Laminate Product repaired; and
- b) If the breach relates to services:
 - i. The supplying of the services again; or
 - ii. The payment of the cost of having the services supplied again.

9. Please note that the law, including the Consumer Guarantees Act 1993, may confer on persons' rights arising out of the supply of a Laminex™ Laminate Product. This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person.

10. This warranty does not cover any other product used or installed in connection with the Laminex™ Laminate Product.

11. This warranty is not transferable or assignable.

12. Where the Laminex™ Laminate 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.

13. Any inquiries regarding this warranty should be sent to Laminex™ Laminate Warranties, Laminex New Zealand™, PO Box 12270, Penrose, Auckland, 1642.