

Standard Grade - 10 year warranty

Definitions

i. "Laminex" – Fletcher Building Products Limited trading as Laminex New Zealand™. Laminex New Zealand™ is a trademark used under licence by Fletcher Building Products Limited trading as Laminex New Zealand™.

ii. "Residential" – Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.

iii. "Commercial" – Any product application installed in non-residential premises such as, but not limited to, offices, restaurants, bars, religious buildings, educational, healthcare, private business or retail outlets.

iv. "Warranty Term" – Commences on the earlier of the date of delivery or payment in full until the end of the Warranty Term for Laminex™ Panels for Partitions.

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

- a) Laminex warrants to the original purchaser of Laminex™ Panels for Partitions product used for residential or commercial use, the product(s) will, under normal use be free from manufacturing defects during the 10 year Warranty Term; and
- b) where a manufacturing defect arises, Laminex will, at its discretion, repair or replace the Laminex product without charge if it is defective directly as a result of manufacture or supply by Laminex.

2. This warranty does not cover any defect/damage caused by:

- a) any act of God, any natural occurrence, third party act or omission or other circumstances beyond Laminex's control;
- b) physical abuse, negligence, vandalism, misuse or accidents;
- c) exposure to excessive direct or radiant heat;
- d) exposure to excessive moisture, including damage from steam or hot water;
- e) the use of solvents or inappropriate cleaning products/materials;
- f) exposure to chemical products and acidic or corrosive materials;
- g) normal 'wear and tear', including without limitation, scratches, scuffs, burns, stains, wipe marks, chipping, dents, cuts on the product;
- h) failure to follow procedures/recommendations set out in the Care and Maintenance instructions of the product published by Laminex at www.laminex.co.nz;

- i) general fading or discolouration due to direct or indirect UV light exposure;
- j) variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations;
- k) failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Laminex at www.laminex.co.nz;
- l) inappropriate transport, storage and handling prior to installation;
- m) failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Laminex at www.laminex.co.nz;
- n) failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joints or seams;
- o) faulty workmanship by any person other than Laminex;
- p) unauthorised modification/application.

3. This warranty does not cover:

- a) anything that has been disclosed as a feature or limitation of the Laminex product in any literature published by Laminex;
- 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 product.

4. This warranty only applies to Laminex™ Panels for Partitions product:

- a) that is purchased on or after August 1st, 2020;
- b) that has not been moved from their original place of installation;
- c) where that part or parts of the Laminex product is affected by the manufacturing defect. Laminex will endeavour to repair to the same standard or replace with the same or substantially similar product and colour. Laminex 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, in related literature found at www.laminex.co.nz (alternatively a copy of literature containing these recommendations can be ordered by writing directly to Laminex at the address below);
- e) where Laminex 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.
- 5. Cost of claiming:**
- a) Laminex will bear the expense of reasonable labour charges which are necessary for the repair or replacement of the defective Laminex product;
 - b) The person claiming the warranty will bear all other expenses of claiming this warranty.
- 6. Validity:**
- a) a claim may only be made against this warranty after Laminex 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.
- 7. Limitations:**
- a) Please note that the law may confer on persons rights arising out of the supply of Laminex™ Panels for Partitions quality laminated panels. This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person. Nothing in this warranty shall affect any rights a consumer, as defined in the Consumer Guarantees Act 1993, may have under that Act.
 - b) This warranty does not cover any other product used or installed in connection with Laminex™ Panels for Partitions.
 - c) The provisions of this warranty shall apply in addition to and not in substitution for Laminex Conditions of Sale. Where there is any conflict between the terms of this warranty and the Conditions of Sale, unless Laminex in its sole discretion determines otherwise, the Conditions of

Sale shall prevail.

- d) To the extent permitted by law, Laminex expressly excludes all conditions, warranties and undertakings in relation to the Laminex 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.
- 8. Enquiries:**
- Any inquiries regarding this warranty should be sent to Laminex™ Panels for Partitions Warranties Laminex New Zealand™
PO Box 12270, Penrose
Auckland, 1642
Phone: 0800 303 606
Website: laminex.co.nz
- 9. Information required for claims:**
- Your name, address and phone number;
 - Place where the Laminex product was purchased and amount you paid for it. Please also provide a copy of your proof of purchase;
 - If the Laminex product has been installed, the installers' business name, proof of purchase including sales order numbers and dates of purchase;
 - Type and colour of products installed;
 - The address where Laminex product has been installed, and the date of installation, the name of the person and company that installed it;
 - Description of how the product is defective. Please also accompany this form with photographs of any defects found in product;
 - The value of the labour charges necessary for the repair or replacement of the Laminex product (including any quotes you have obtained verifying the labour charges).