

15 Year Limited 12mm Benchtop Warranty

Subject to the conditions and limitations set out in this warranty below, Laminex New Zealand™, a division of FLETCHER BUILDING PRODUCTS LTD, warrants to the original purchaser of Laminam® XL products for benchtop use (hereinafter referred to as “you” or “your”) that the product will meet the performance characteristics published below for a period of no less than 15 years from the date of original purchase.

This warranty applies to the full range of Laminam® XL products supplied by Laminex New Zealand™ (subject to any exceptions expressly excluded noted in Laminex New Zealand™ literature) and used in interior benchtop applications subject to the terms and conditions of this warranty.

Terms and conditions

1. Laminex New Zealand™ warrants the following product performance characteristics (based on the criteria under the tests stated) of Laminam® for the term of the warranty:

- a) Colours and surfaces durability; even after prolonged exposure to light (Colour resistance to light DIN 51094: unaltered surface at completion of testing);
- b) Waterproof surface (ISO 10545-3: water absorption average 0.1%);
- c) Frost resistance (ISO 10545-12: no damaged slab after 100 cycles from -5°C to +5°C; ASTM C1026: no damage after 15 cycles);
- d) Thermal shock resistance (ISO 10545-9: no slab damaged by 10 cycles from 145°C to 15°C, ASTM C484: no sample damaged);
- e) Scratch resistance when it comes into contact with materials that are softer than ceramics; for example, a steel tip (UNI EN 101: Mohs scale value ≥ 6);
- f) Chemical resistance (ISO 10545-13: no visible consequence after immersion in the test solutions for 12 days; ASTM C650: no sample damaged);
- g) Resistance to permanent stains (ISO 10545-14: Class 5, staining agents can be removed; ASTM C1378: no sample damage).

2. This warranty does not cover damage caused by:

- a) Any act of God, any natural occurrence or any other circumstance beyond Laminex New Zealand’s control; or
- b) Application design or installation in any respect, or the failure to follow any procedures or guidance (if any) that may be issued in official product literature made available by Laminex New Zealand™, or best industry practices for the fabrication and installation of ceramic

products (including, but not limited to, incorrect substrate preparation, or use of incorrect adhesives, or incorrect application of adhesives); or

- c) Failure to follow the maintenance and cleaning guide for Laminam®, as set out in official product literature made available by Laminex New Zealand™; or
- d) Physical abuse, misuse, accidents, impacts, incorrect handling, wear and tear, improper maintenance; or
- e) Failure of any adhesive, grout, caulk, sealant or other accessory, or failure of any caulked or filled joint or seams; or
- f) Events directly or indirectly attributable to the underlying substrate or structure, including building framing, building substructure or anchoring systems, or failure of any substrate or application design flaws, overloading of substrate, building movement, or any consequential or indirect loss or damage caused or contributed to by any defect; or
- g) The product being used in applications not expressly recommended in official product literature made available by Laminex New Zealand™; or
- h) Any Laminam® product that is not installed by an appropriately trained and skilled person; or
- i) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations (areas where colour matched slabs are desired, order as “batch matched” to minimise colour variation); or
- j) Any exterior or cladding use or application (see separate Exterior Warranty), or other use other than as a Benchtop (see separate Interior Warranty); or
- k) Where the defect is trivial or insubstantial; or
- l) 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 as close a type or colour match as is possible from Laminex New Zealand’s then prevailing stock range; or
- m) Cracks or chips that appear after installation, cracks originating from sink or cooktop cuts and cutouts, cracks originating from “L” shape cuts and cutout, chips or cracking as a result of handling, cutting or polishing the slabs onsite or failure to follow recommended minimum edge profile details or mitred edge details where the join is not cut correctly; or

- n) Faults identifiable at the time of fabrication or installation which have not been cut around during fabrication, or issues arising from failure to batch match any sheets in the installation; or
- o) The appearance of the back surface of any sheets and issues arising from polishing the back of any sheets; or
- p) Use of mechanical fasteners directly onto sheets, scratches or damage to the surface after installation, mechanical damage caused by hitting or knocking sheets, chemical damage;
- q) Failure due to inadequate support or movement of the supporting structure;
- r) Failure due to improper fabrication and or installation (such as quality of joins, edge profiles), and the quality and appearance of all joins.

3. Subject to the terms of this warranty, this warranty applies only to Laminam® products supplied by Laminex New Zealand™:

- a) Which have not been moved from their original place of installation;
- b) Which have been used in an internal benchtop application;
- c) Which have been fabricated or installed by a business which has been directly supplied with such Laminam® products by Laminex New Zealand™;
- d) Which have been fabricated, installed, maintained, cleaned, used and protected in the manner set out in official product literature made available by Laminex New Zealand™ concerning those products, a copy of which may be obtained, free of charge, from the website laminex.co.nz or emailing Laminex New Zealand™ at the address given below; and
- e) Where Laminex New Zealand™ has been notified of the defect within seven days of the first person to become aware of it, or within seven days of such time as the defect ought reasonably to have been identified (whichever is earlier) and provided the product the subject of the notice is not removed or tampered with prior to Laminex New Zealand™ having the opportunity to inspect.

4. Subject to the terms of this warranty, Laminex New Zealand™ will, at its option, repair or replace the product free of charge. A replacement product from Laminex New Zealand™ may not be available in the same colour or shape as the original Laminam® product covered by this warranty. If a replacement product from Laminex New Zealand™ of the same colour or shape is not reasonably available, Laminex New Zealand™ reserves the right to provide a replacement product of as close a shape and colour match as is reasonably possible from Laminex New Zealand's then prevailing stock range in satisfaction of its obligations under this warranty.

5. This warranty does not cover costs or losses relating to:

- a) Removal of products or system
- b) Installation of new substitute products or system
- c) Damage to other products or surfaces if not installed correctly e.g. tiles or products used for splashbacks placed directly on the Laminam® surface.
- d) Restoration work
- e) Any other direct or indirect, or consequential costs, losses, expenses or loss of earnings.

6. 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. This warranty should therefore not be read as exhaustive statement of the rights of the original end user or any other person.

7. If you are a consumer as defined under the Consumer Guarantees Act the Laminam® from Laminex New Zealand™ Products come with guarantees that cannot be excluded under the Consumer Guarantee Act.

8. This warranty is not transferable or assignable.

9. Any inquiries regarding this warranty or claims must be emailed to:

Laminam® Warranties Laminex New Zealand™
 info@laminex.co.nz
 0800 303 606

Laminam® is marketed and distributed by 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™.