

## 7 year warranty

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### 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 7 year Warranty Term for Laminex™ Woodgrain.

**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™ Woodgrain product used for interior residential or commercial use, the product(s) will, under normal use be free from manufacturing defects during the 7-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 caused by:

- a) any natural occurrence, or any other act or circumstance beyond Laminex New Zealand's control; or
- b) application design or installation in any respect, or failure to follow any procedures recommended by Laminex New Zealand™, at the time of fabrication and installation, for the fabrication and installation of Laminex™ Woodgrain; or
- c) physical abuse, misuse, vandalism, 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) the product being used in applications that are not recommended by Laminex New Zealand™; or
- e) faulty workmanship by any person other than Laminex New Zealand™; or
- f) variation in colour, pattern, shade of material against the sample material, display(s) and/or printed illustrations; or
- g) failure of any adhesive, grout, caulk, sealant or other

accessory, or failure of any joints or seams; or

- h) events directly or indirectly attributable to the underlying substrate or structure, including building movement, or any consequential or indirect loss or damage caused or contributed to by any defect; or
- i) general fading and discolouration or damage due to direct and indirect light (exposure to sunlight should be avoided).

This warranty also does not cover:

- i) where the defect is trivial or insubstantial; or
- j) 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
- k) where the defect has been disclosed as a feature or limitation of Laminex™ Woodgrain in any literature published by Laminex New Zealand™; or
- l) outdoor application.

**3.** This warranty applies only to Laminex™ Woodgrain:

- a) Purchased from Laminex New Zealand™ 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 Laminex™ Woodgrain, 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 to become aware of it, or within seven days of such time as the defect ought reasonably to have been identified (whichever is earlier).

**4.** Costs of claiming:

- a) Laminex New Zealand™ will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of Laminex™ Woodgrain for defects covered by this warranty under claims accepted by Laminex New Zealand™. When submitting a claim, please provide details of the quantum of the proposed labour charges necessary for the repair or replacement of Laminex™

Woodgrain (including any quotes you have obtained verifying the labour charges).

- b) If Laminex New Zealand™ considers that you have incurred or will incur reasonable labour charges which are necessary for the repair or replacement of Laminex™ Woodgrain covered by this warranty, for claims accepted by Laminex New Zealand™, it will pay those charges directly to an agreed third party to undertake the necessary repair or replacement works.

- c) Subject to a), the person claiming the warranty will bear all other expenses of claiming the warranty.

5. A replacement product may not be reasonably available from Laminex New Zealand™ in the same shape, type or colour as the original Laminex™ Woodgrain 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.

6. Except as expressly provided in paragraphs 7 and 8, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Laminex™ Woodgrain are excluded. 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 Laminex™ Woodgrain. 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) restoration work; d) any other direct or indirect, or consequential costs, losses, expenses or loss of earnings.

7. 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™ Woodgrain 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 is related to Laminex™ Woodgrain:
- i. The replacement of Laminex™ Woodgrain or the supply of equivalent product;

ii. The repair of the Laminex™ Woodgrain;

iii. The payment of the cost of replacing Laminex™ Woodgrain or acquiring equivalent product; or

iv. The payment of the cost of having Laminex™ Woodgrain 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.

8. Please note that the benefits given by this warranty are in addition to other rights and remedies of the person under a law in relation to the goods or services to which this warranty relates. This warranty should not therefore be read as an exclusive statement of the rights of the original purchaser or any other person.

9. Our goods are supplied subject to such guarantees as cannot be excluded under the Consumer Guarantees Act.

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

11. This warranty is not transferable or assignable.

12. Any inquiries regarding this warranty should be sent to Laminex™ Woodgrain Warranties  
Laminex New Zealand™  
PO Box 12270, Penrose  
Auckland, 1642  
Phone: 0800 303 606  
Website: laminex.co.nz

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

- Your name, address and telephone number
- Place where Laminex™ Woodgrain was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
- If Laminex™ Woodgrain 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™ Woodgrain product (including any quotes you have obtained verifying the labour charges)
- Description of how the Laminex™ Woodgrain 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™ Woodgrain product for testing.

Laminex™ Woodgrain 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™.