

SURROUND by Laminex™



Limited Product Warranty

5 Year Limited Warranty

Laminex New Zealand™ (a division of Fletcher Building Products Limited) (“Distributor”) confirms the terms and conditions of the SURROUND by Laminex™ 5 Year Limited Warranty as set out in this document (the “Warranty”) in respect of the SURROUND by Laminex™ supplied by the Distributor to you.

Subject to the conditions and limitations set out in this warranty below, when stored, handled, installed and maintained in accordance with the SURROUND by Laminex™ Technical Information that is current at the time of installation, SURROUND by Laminex™ will meet the durability requirements of the New Zealand Building Code (NZBC B2/AS1) and has a serviceable life of at least 5 years in all internal applications.

If you have any questions, or in the unlikely event of a problem with SURROUND by Laminex™, please contact Laminex New Zealand™ Customer Services. Details are available at the bottom of this document. SURROUND by Laminex™ Technical Information is available online at laminex.co.nz or by contacting Laminex New Zealand™ on **0800 303 606**.

Definitions

- “**Laminex**” Laminex New Zealand™ (a division of Fletcher Building Products Limited).
- “**Residential**” Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.
- “**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.
- “**Warranty Term**” Commences on the earlier of the date of delivery or payment in full until the end of the Warranty Term for SURROUND by Laminex™.

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

(1) Laminex warrants to the original purchaser of SURROUND by Laminex™ product used for residential or commercial use, the product(s) will, under normal use be free from manufacturing defects (excluding minor scuffs marks or where the defect is trivial or insubstantial) during the **5 year Warranty Term**; and

(2) 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.

Terms & Conditions of Warranty

This warranty applies to the full range of SURROUND by Laminex™ products supplied by Laminex New Zealand™ (subject to any exceptions noted in Laminex New Zealand's literature) and used in interior applications subject to the terms and conditions of this warranty.

1. 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 New Zealand'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. General fading or discolouration due to direct or indirect UV light exposure;
- i. Variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations;
- j. Failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joins or seams;
- k. Faulty workmanship by any person other than Laminex;
- l. Unauthorised modification/application;
- m. Inappropriate transport, storage and handling prior to installation;
- n. Failure to follow procedures/recommendations set out in the Care and Maintenance instructions of the product published by Laminex at laminex.co.nz;
- o. Failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Laminex at laminex.co.nz;
- p. Failure to follow any applicable product procedures/recommendations set out in the SURROUND by Laminex™ Fabrication and Installation Manual and SURROUND by Laminex™ Technical Data Sheet.

2. 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 & alfresco applications;
- c. Horizontal applications;
- d. Wet area applications;
- e. Where a defect is trivial or insubstantial (includes minor scuff marks, dents and chips);
- f. Where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Laminex product;
- g. Where, as at the date of notification of the defect to Laminex, the type or colour of the alleged defective product no longer forms part of Laminex'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's then prevailing stock range.

3. This warranty only applies to SURROUND by Laminex™ product:

- a. That is purchased on or after 1 January 2022;
- b. That has not been moved from their original place of installation;
- c. Which has been used in an internal application;
- d. 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);
- e. That has been designed, fabricated, installed, maintained, used and protected in the manner recommended by Laminex, in related literature found at laminex.co.nz;
- f. Where Laminex has received notification of any manufacturing defect within seven (7) days of the first person to become aware of it, or within seven (7) days of such time as the defect ought reasonably to have been identified (whichever is earlier); and
- g. Where the claim is made within the applicable Warranty Term.

4. 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;
- c. This warranty does not cover costs or losses relating to any other direct or indirect, or consequential costs, losses, expenses or loss of earnings.

5. Validity:

- a. A claim may only be made against this warranty after Laminex has received payment by the 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 an 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 CGA, Laminex 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. A replacement product may not be reasonably available from Laminex in the same shape, type or colour as the original Laminex product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Laminex reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Laminex's then prevailing product range in satisfaction of its obligations under this warranty;
 - 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 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.

Warranty claims:

- a. Any enquiries regarding this warranty should be sent to Laminex New Zealand™ Warranties:
Laminex New Zealand™ PO Box 12270, Penrose, Auckland, 1642
Phone: 0800 303 606
info@laminex.co.nz
Website: laminex.co.nz
- b. To claim this warranty, please send the following written details to the email or postal address set out above;
 - i. Your name, address and telephone number.
 - ii. Place where SURROUND by Laminex™ was purchased and amount you paid for it. Please also provide a copy of your proof of purchase.
 - iii. If SURROUND by Laminex™ 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 SURROUND by Laminex™ product (including any quotes you have obtained verifying the labour charges).
 - iv. Description of how the SURROUND by Laminex™ 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 SURROUND by Laminex™ product for testing.

SURROUND by Laminex™ 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™.

Cross reference material:

This document must be referenced in conjunction with the latest version of the following, which can be accessed at laminex.co.nz:

- i. SURROUND by Laminex™ Fabrication and Installation Manual;
- ii. SURROUND by Laminex™ Technical Data Sheet.

Note: Please refer to full suite of supporting documentation for product limitations (E. & O.E.).