

## SEVEN YEAR LIMITED WARRANTY FORMICA® LAMINATES

**Warranty is also inclusive of Formica Laminates and Formica Liner Grade® Laminate.**

1. In this warranty, "FORMICA® LAMINATES Product" means FORMICA Laminates and Formica Liner Grade.
2. Subject to the conditions and limitations set out in this warranty below, Fletcher Building Products Limited trading as The Laminex Group warrants to the original purchaser of any FORMICA LAMINATES Product for interior residential or interior commercial use that The Laminex Group will at its option, repair or replace any FORMICA LAMINATES Product without charge if it is defective directly as a result of its manufacture or supply by The Laminex Group or the materials used in its manufacture by The Laminex Group 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 The Laminex Group.
3. This warranty does not cover any defect caused by:
  - a) any act of God, any natural occurrence, or any other act or circumstance beyond The Laminex Group's control; or
  - b) failure to follow any procedures recommended by The Laminex Group, at the time of fabrication and installation, for the fabrication and installation of a FORMICA LAMINATES 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 The Laminex Group; or
  - f) faulty workmanship by any person other than The Laminex Group; 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 The Laminex Group, the type or colour of the alleged defective product no longer forms part of The Laminex Group'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 The Laminex Group's then prevailing stock range; or

- j) where the defect has been disclosed as a feature or limitation of the FORMICA LAMINATES Product in any literature published by The Laminex Group; or
  - k) outdoor application.
4. This warranty applies only to FORMICA LAMINATES Products:
- a) Purchased from The Laminex Group after 1 July 1994 for interior residential or interior commercial use in New Zealand;
  - b) That has remained installed at the location at which it was first installed after its sale by The Laminex Group;
  - c) Which has been installed, maintained, used and protected in the manner recommended by The Laminex Group, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the FORMICA LAMINATES Product, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to The Laminex Group at the address given below;
  - d) Where The Laminex Group has been notified of the defect within seven days of the first person to become aware of it.
5. This warranty will cover reasonable labour charges which are necessary for the repair or replacement of the FORMICA LAMINATES Product covered by this warranty.
6. A replacement product may not be reasonably available from The Laminex Group in the same shape, type or colour as the original FORMICA LAMINATES Product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, The Laminex Group reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from The Laminex Group's then prevailing product range in satisfaction of its obligations under this warranty.
7. Except as expressly provided in paragraphs 2, 8 and 9, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to FORMICA LAMINATES Product are excluded. Without limiting the generality of the preceding sentence, The Laminex Group 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 FORMICA LAMINATES Product.
8. Where any applicable legislation implies any term, condition or warranty into the contract of sale between The Laminex Group and a person, or The Laminex Group's relationship with a person, which has acquired a

FORMICA LAMINATES Product, or otherwise gives that person a particular remedy against The Laminex Group, 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, The Laminex Group's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at The Laminex Group'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 FORMICA LAMINATES Product:
    - i. The replacement of the FORMICA LAMINATES Product or the supply of equivalent product;
    - ii. The repair of the FORMICA LAMINATES Product;
    - iii. The payment of the cost of replacing the FORMICA LAMINATES Product or acquiring equivalent product; or
    - iv. The payment of the cost of having the FORMICA LAMINATES 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. The provisions of this warranty shall apply in addition to and not in substitution for The Laminex Group Conditions of Sale. Where there is any conflict between the terms of this warranty and the Conditions of Sale, unless The Laminex Group in its sole discretion determines otherwise, the Conditions of Sale (other than Condition 10.1(a)) shall prevail.
10. Please note that the law may confer on persons rights arising out of the supply of a FORMICA LAMINATES Product. 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.
11. This warranty does not cover any other product used or installed in connection with the FORMICA LAMINATES Product.
12. This warranty is not transferable or assignable.
13. Any inquiries regarding this warranty should be sent to FORMICA LAMINATES Warranties, The Laminex Group, PO Box 1227, Penrose, Auckland 1642, New Zealand.

**Remember to retain your proof of purchase**