

Limited Product Warranty



Definitions

- “Laminex”** Laminex Group Pty Limited ABN 98 004 093 092 trading as The Laminex Group.
- “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 during the **1 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

- 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’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 www.surroundbylaminex.com.au;
 - o. Failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Laminex at www.surroundbylaminex.com.au;

- 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. Where direct contact with water occurs or when installed within the direct splash zone as detailed in the SURROUND by Laminex Fabrication and Installation Manual;
- e. Where a defect is trivial or insubstantial;
- f. Where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Laminex product. 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 a 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 1st March 2021;
- 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.com.au (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.

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.

5. 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.

6. Limitations:

- a. If you are a consumer as defined under the Australian Consumer Law (ACL) the Laminex Products come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty is in addition to your rights under the ACL.
- b. To the extent permitted by law, without limiting your consumer rights under the ACL, 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.

7. Enquiries:

a. Any enquiries regarding this warranty should be sent to Laminex Warranties, Laminex, P.O. Box 407, Doncaster, VIC 3108. Enquiries can also be made by calling 132 136, emailing enquiries@laminex.com.au or through our online warranty registration form at laminex.com.au

b. Information required for claims:

- Your name, address and phone number and email;
- Place where the Laminex product was purchased and amount you paid for it.
- 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;
- Describe the product condition and when this concern was first identified. Supply photographs of the product concern;

8. Cross reference material:

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

Surround by Laminex Fabrication and Installation Manual

Surround by Laminex Technical Data Sheet

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

Cut along dotted line

Surround by Laminex

Return this original warranty form to Laminex Warranties, Laminex, P.O. Box 407, Doncaster VIC, 3108 to ensure your warranty is registered. Remember to retain your proof of purchase.

Name:

Phone number:

Email address:

Product type and colour installed:

Place where Laminex product was purchased:

Address where Laminex product is installed:

Date installed:

Installed by:

Date:

Signed: