



Particleboard Flooring

Definitions

1. **“Laminex”** – Laminex Group Pty Limited ABN 98 004 093 092 trading as The Laminex Group.
2. **“Residential”** – Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.
3. **“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.
4. **“Warranty Term”** – Commences on the earlier of the date of delivery or payment in full until the end of the Warranty Term for EnduraFloor by Laminex Particleboard Flooring.

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 EnduraFloor by Laminex Particleboard Flooring product used for residential or commercial use, the product(s) will, under normal use be free from manufacturing defects during the **7 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. failure to follow any procedures recommended by Laminex, at the time of fabrication and installation, for the fabrication and installation of a EnduraFloor by Laminex Particleboard Flooring product; or
- c. physical abuse, negligence, vandalism, misuse or accidents;
- d. exposure to excessive direct or radiant heat;
- e. exposure to excessive moisture, including damage from steam or hot water;
- f. the use of solvents or inappropriate cleaning products/ materials;
- g. exposure to chemical products and acidic or corrosive materials;
- h. normal ‘wear and tear’, including without limitation, scratches, scuffs, burns, stains, wipe marks, chipping, dents, cuts on the product;
- i. general fading or discolouration due to direct or indirect UV light exposure;
- j. the product being used in applications that are not recommended by Laminex; or
- k. faulty workmanship by any person other than Laminex; or
- l. variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations;

2. This warranty also does not cover:

- a. where the defect is trivial or insubstantial; or
- b. 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; or

- c. where the defect has been disclosed as a feature or limitation of the EnduraFloor by Laminex Particleboard Flooring product in any literature published by Laminex; or
- d. outdoor application.

3. This warranty only applies to EnduraFloor by Laminex Particleboard Flooring products:

- a. Purchased from Laminex after 1st July 1994 for interior residential or commercial use in Australia;
- b. That has remained installed at the location at which it was first installed after its sale by Laminex;
- c. Which has been installed, maintained, used and protected in the manner recommended by Laminex, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the EnduraFloor by Laminex Particleboard Flooring product, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Laminex at the address given below;
- d. Where Laminex has been notified of the defect within seven days of the first person to become aware of it.

4. Cost of claiming:

- a. Laminex will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of the EnduraFloor by Laminex Particleboard Flooring product covered by this warranty. When submitting a claim, please provide details of the quantum of the labour charges necessary for the repair or replacement of the EnduraFloor by Laminex Particleboard Flooring product (including any quotes you have obtained verifying the labour charges).
- b. If Laminex considers that you have incurred or will incur reasonable labour charges which are necessary for the repair or replacement of the EnduraFloor by Laminex Particleboard Flooring product covered by this warranty, it will pay you the amount of those charges or pay those charges directly to a 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. Limitations:

- a. A replacement product may not be reasonably available from Laminex in the same shape, type or colour as the original EnduraFloor by Laminex Particleboard Flooring 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.
- b. Except as expressly provided in paragraphs 8 and 9, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to EnduraFloor by Laminex Particleboard Flooring product are excluded. Without limiting the generality of the preceding sentence, Laminex 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 EnduraFloor by Laminex Particleboard Flooring product.
- c. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Laminex and a person, or Laminex's relationship with a person, which has acquired a EnduraFloor by Laminex Particleboard Flooring product, or otherwise gives that person a particular remedy against Laminex, 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's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at Laminex's option, in any one or more of the ways permitted by that legislation including, where so permitted:
- i. If the breach related to a EnduraFloor by Laminex Particleboard Flooring product:
 - ii. The replacement of the EnduraFloor by Laminex Particleboard Flooring product or the supply of equivalent product;
 - iii. The repair of the EnduraFloor by Laminex Particleboard Flooring product;
 - iv. The payment of the cost of replacing the EnduraFloor by Laminex Particleboard Flooring product or acquiring equivalent product; or
 - v. The payment of the cost of having the EnduraFloor by Laminex Particleboard Flooring product repaired; and
 - vi. If the breach relates to services:
 - vii. The supplying of the services again; or
 - viii. The payment of the cost of having the services supplied again.
- d. 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.

- e. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

6. Validity:

- a. This warranty does not cover any other product used or installed in connection with the EnduraFloor by Laminex Particleboard Flooring product.
- b. This warranty is not transferable or assignable

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 or emailing enquiries@laminex.com.au.

8. Information required for claims:

- Your name, address and telephone number
- Place where the EnduraFloor by Laminex Particleboard Flooring product was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
- If the EnduraFloor by Laminex Particleboard Flooring product 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 labour charges necessary for the repair or replacement of the EnduraFloor by Laminex Particleboard Flooring product (including any quotes you have obtained verifying the labour charges)
- Description of how the EnduraFloor by Laminex Particleboard Flooring 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 may need to remove a sample of the installed EnduraFloor by Laminex Particleboard Flooring product for testing.





Cut along dotted line

EnduraFloor by Laminex Particleboard Flooring

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:

