



**7 year limited  
warranty**

# Laminate Benchtop

## Limited Product Warranty

### Definitions

**Formica** Formica® is marketed and distributed in Australia by Laminex Group Pty Limited ABN 98 004 093 092.

**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 Formica® Laminate Benchtop.

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

(1) Formica warrants to the original purchaser of Formica® Laminate Benchtop 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, Formica will, at its discretion, repair or replace the Formica product without charge if it is defective directly as a result of manufacture or supply by Formica.

### 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 Formica'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 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, cracks, 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 Formica;
  - 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 Formica at [www.formica.com.au](http://www.formica.com.au);
  - o. failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Formica at [www.formica.com.au](http://www.formica.com.au);
  - p. faulty workmanship by any person subsequent to the supply of Formica Velour finish Laminate products by Laminex
  - q. failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Formica at [www.formica.com.au](http://www.formica.com.au).
  - r. inadequate support in the structure to which the product is installed
2. This warranty does not cover:
  - a. anything that has been disclosed as a feature or limitation of the Formica product in any literature published by Formica;
  - b. outdoor applications;
  - c. where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Formica product;
  - d. where a defect is only visible in critical light and is only visible from a viewing distance of less than 600mm in a normal viewing position
  - e. where, as at the date of notification of the defect to Formica, the type or colour of the alleged defective product no longer forms part of Formica'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 Formica's then prevailing stock range.
  - f. products not purchased from an authorised retailer or by a Laminex customer;
  - g. products which are resold or resupplied or constitute second hand goods;
  - h. usage other than normal personal, domestic or household use.
3. This warranty only applies to Formica® Laminate Benchtop products:
  - a. that is purchased on or after December 1st, 2020;
  - b. that has not been moved from their original place of installation;
  - c. where that part or parts of the Formica product is affected by the manufacturing defect. Formica will endeavour to repair to the same standard or replace with the same or substantially similar product and colour.
  - d. Formica is not obliged to repair or replace any other product(s);
    - i. that has been designed, fabricated, installed, maintained, used and protected in the manner recommended by Formica, in related literature found at [formica.com.au](http://formica.com.au) (alternatively a copy of literature containing these recommendations can be ordered by writing directly to Formica at the address below);
    - ii. where Formica has received notification of any manufacturing defect within 7 days of the first person to become aware of it; and

Laminex reserves the right to update the terms within this document as required. Refer to [formica.com.au](http://formica.com.au) for the latest version of this document.

Issue Date: 12/2020

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- iii. where the claim is made within the applicable Warranty Term.
- 4. Cost of claiming
  - a. Formica will bear the expense of reasonable labour charges which are necessary for the repair or replacement of the defective Formica product;
  - b. the person claiming the warranty will bear all other expenses of claiming this warranty.
  - c. the warranty does not cover any other product used or installed in connection with the Formica product
- 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 Formica 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, Formica 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. the supply of an equivalent product; or
    - 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, Formica expressly excludes all conditions, warranties and undertakings in relation to the Formica 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 Formica 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, email address and phone number;
  - place where the Formica product was purchased and amount you paid for it;
  - provide a copy of your proof of purchase;
  - if the Formica 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 Formica 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;

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Cut along dotted line

### Formica® Laminate Benchtop

Return this original warranty form to Formica® Warranties, The Laminex Group, P.O. Box 407, Doncaster VIC 3108 or via the online form at formica.com.au 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 Formica product was purchased: \_\_\_\_\_

Address where Formica product is installed: \_\_\_\_\_

Date installed: \_\_\_\_\_

Installed by: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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