

# Aquapanel<sup>®</sup> Laminate Limited Product Warranty

## 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 Laminex Aquapanel Laminate.

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 Laminex Aquapanel Laminate 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. 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. failure to follow procedures/recommendations set out in the Care and Maintenance instructions of the product published by Laminex at [www.laminex.com.au](http://www.laminex.com.au);
- i. general fading or discolouration due to direct or indirect UV light exposure;
- j. variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations;
- k. failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Laminex at [www.laminex.com.au](http://www.laminex.com.au);
- l. inappropriate transport, storage and handling prior to installation;
- m. failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Laminex at [www.laminex.com.au](http://www.laminex.com.au);

- n. failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joins or seams;
- o. faulty workmanship by any person other than Laminex;
- p. unauthorised modification/application.

### 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 applications;
- c. horizontal applications;
- d. where a defect is trivial or insubstantial;
- e. where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Laminex product.

### 3. This warranty only applies to Laminex Aquapanel Laminate product:

- a. that is purchased on or after August 1st, 2019;
- 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](http://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. 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, 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 notwithstanding 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 or emailing [enquiries@laminex.com.au](mailto:enquiries@laminex.com.au).

**8. Information required for claims:**

- Your name, address and phone number;
- Place where the Laminex product was purchased and amount you paid for it. Please also 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;
- Description of how the product is defective. Please also accompany this form with photographs of any defects found in product;
- The value of the labour charges necessary for the repair or replacement of the Laminex product (including any quotes you have obtained verifying the labour charges).

*Cut along dotted line*

**Laminex Aquapanel® Laminat**

**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: .....

Product type and colour installed: .....

Place where Laminex product was purchased: .....

Address where Laminex product is installed: .....

Date installed: .....

Installed by: .....

Date: .....

Signed: .....



**7 Year Limited Warranty**

