

Definitions

i. "Laminex" – Fletcher Building Products Limited trading as Laminex New Zealand™. Laminex New Zealand™ is a trademark used under licence by Fletcher Building Products Limited trading as Laminex New Zealand™.

ii. "Warranty Term" – Commences on the earlier of the date of delivery or payment in full until the end of the 7 year Warranty Term for Alucci™ Apex from Laminex New Zealand™.

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

a) Laminex warrants to the original purchaser of Alucci™ Apex from Laminex New Zealand™ 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

b) 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.

2. **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; or
- b) physical abuse, negligence, vandalism, misuse or accidents; or
- c) exposure to excessive direct or radiant heat; or
- d) exposure to excessive moisture, including damage from steam or hot water; or
- e) the use of solvents or inappropriate cleaning products/materials; or
- f) exposure to chemical products and acidic or corrosive materials; or
- g) normal 'wear and tear', including without limitation, scratches, scuffs, burns, stains, wipe marks, chipping, dents, cuts on the product; or
- h) general fading or discolouration due to direct or indirect UV light exposure; or
- i) variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations; or
- j) inappropriate transport, storage and handling prior to

installation; or

- k) failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Laminex at laminex.co.nz; or
- l) failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joints or seams; or
- m) faulty workmanship by any person other than Laminex; or
- n) unauthorised modification/application.

3. **This warranty does not cover:**

- a) anything that has been disclosed as a feature or limitation of the Alucci™ Apex from Laminex New Zealand™ product in any literature published by Laminex; or
- b) outdoor applications; or
- c) where a defect is trivial or insubstantial; or
- d) where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised retailer of the Alucci™ Apex from Laminex New Zealand™ product.

4. **This warranty only applies to Alucci™ Apex from Laminex New Zealand™ product:**

- a) that is purchased on or after October 1st 2020;
- b) that has not been moved from their original place of installation;
- c) where that part or parts of the Alucci™ Apex from Laminex New Zealand™ 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 laminex.co.nz (alternatively a copy of literature containing these recommendations can be ordered by writing directly to Laminex New Zealand™);
- e) where Laminex has received notification of any manufacturing defect within 7 days of the first person to become aware of it, or within 7 days of such time as the defect ought reasonably to have been identified (whichever is earlier); and
- f) where the claim is made within the applicable Warranty Term.

5. Costs of claiming:

- a) Laminex will bear the expense of reasonable labour charges which are necessary for the repair or replacement of the defective Alucci™ Apex from Laminex New Zealand™ product;
- b) The person claiming the warranty will bear all other expenses of claiming this warranty;
- c) A replacement product may not be reasonably available from Laminex New Zealand™ in the same shape, type or colour as the original Alucci™ Apex product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Laminex New Zealand™ reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Laminex New Zealand's then prevailing product range in satisfaction of its obligations under this warranty.

6. Validity:

- a) a claim may only be made against this warranty after Laminex has received payment by first purchaser in full for its product; or
- b) a claim may only be made during the applicable Warranty Term; or
- c) the Warranty Term does not restart if a claim is submitted; the original warranty commencement date applies; or
- d) the warranty is not transferable or assignable.

7. Limitations:

- a) If you are a consumer as defined under the Consumer Guarantees Act the Alucci™ Apex from Laminex New Zealand™ Products come with guarantees that cannot be excluded under the Consumer Guarantee Act.
- b) To the extent permitted by law, without limiting your consumer rights under the Consumer Guarantees Act, 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; orthe 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 Alucci™ Apex from Laminex New Zealand™ 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.

8. Enquiries:

- a) Any enquiries regarding this warranty should be sent to

Laminex New Zealand™ Warranties
Laminex New Zealand™
PO Box 12270, Penrose
Auckland, 1642
Phone: 0800 303 606
Website: laminex.co.nz

To claim this warranty, please send the following written details to the address set out above:

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