

## Warranty

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Laminex New Zealand™ (a division of Fletcher Building Products Limited) (“Distributor”) confirms the terms and conditions of the Trade Essentials® Standard Hardboard and Tempered Hardboard Limited Warranty as set out in this document (the “Warranty”) in respect of the Trade Essentials® Standard Hardboard and Tempered Hardboard supplied by the Distributor to you.

Subject to the conditions and limitations set out in this warranty below, when stored, handled, installed and maintained in accordance with the Trade Essentials® Standard Hardboard and Tempered Hardboard Technical Information that are current at the time of installation, Trade Essentials® Standard Hardboard and Tempered Hardboard will meet the following provisions of the New Zealand Building Code:

- Clause B2 DURABILITY: Performance B2.3.1 (c) 5 years only.
- Clause F2 HAZARDOUS BUILDING MATERIALS: Performance F2.3.1.

If you have any questions, or in the unlikely event of a problem with Trade Essentials® Standard Hardboard and Tempered Hardboard, please contact Laminex New Zealand™ Customer Services. Details are available at the bottom of this document.

Trade Essentials® Standard Hardboard and Tempered Hardboard Technical Information is available online at [laminex.co.nz](http://laminex.co.nz) or by contacting Laminex New Zealand™ on 0800 303 606.

### Terms and conditions

1. This warranty applies to Trade Essentials® Standard Hardboard and Tempered Hardboard products supplied by Laminex New Zealand™ (subject to any exceptions noted in Laminex New Zealand™ literature) and used in interior applications subject to the terms and conditions of this warranty.
2. This warranty does not cover damage caused by:
  - a) Any act of God, any natural occurrence or any other circumstance beyond Laminex New Zealand’s control; or
  - b) Application design or installation in any respect, or the failure to follow any procedures or guidance (if any) that may be issued in Trade Essentials® Standard Hardboard and Tempered Hardboard Technical Information made available by Laminex New Zealand™, or best industry practices for the installation of products in the nature of the Trade Essentials® Standard Hardboard and Tempered Hardboard products (including, but not limited to, incorrect substrate preparation, or use of incorrect adhesives, or incorrect application of adhesives); or
  - c) Physical abuse, misuse, accidents, impacts, incorrect handling, wear and tear, improper maintenance; or
  - d) Failure of any adhesive, fasteners, sealant or other accessory, or failure of any filled joint or seams; or
  - e) Events directly or indirectly attributable to the underlying substrate or structure, including building framing, building substructure or anchoring systems, or failure of any substrate or application design flaws, overloading of substrate, building movement, or any consequential or indirect loss or damage caused or contributed to by any defect; or
3. Subject to the terms of this warranty, this warranty applies only to Trade Essentials® Standard Hardboard and Tempered Hardboard products:
  - a) Which have not been moved from their original place of installation;
  - b) Which have been used in an internal application;
  - c) Which have been fabricated or installed by a business which has been supplied with such Trade Essentials® Standard Hardboard and Tempered Hardboard products by Laminex New Zealand™ directly, or indirectly through Laminex New Zealand’s re-seller network;
  - d) Which have been fabricated, installed, maintained, used and protected in the manner set out in Trade Essentials® Standard Hardboard and Tempered Hardboard Technical Information made available by Laminex New Zealand™ concerning those products; and
  - e) Where Laminex New Zealand™ has been notified of the defect within seven days of the first person to become aware of it, or within seven days of such time as the defect ought reasonably to have been identified (whichever is earlier).
4. Subject to the terms of this warranty, Laminex New Zealand™ will, at its option, repair or replace the product free of charge. A replacement product from Laminex New Zealand™ may not be available in the same type or size as the original Trade Essentials® Standard Hardboard and Tempered Hardboard product covered by this warranty. If a replacement product from Laminex New Zealand™ of the same type or size is not reasonably available, Laminex New Zealand™ reserves the right to provide a replacement product of as close a type and size as is reasonably possible from Laminex New Zealand’s then prevailing stock range in satisfaction of its obligations under this warranty.
5. This warranty does not cover costs or losses relating to:
  - a) Removal of products or system
  - b) Installation of new substitute products or system

- c) Restoration work
  - d) Any other direct or indirect, or consequential costs, losses, expenses or loss of earnings
6. Other than as provided in these terms, Laminex New Zealand™ will have no liability to a claimant (whether in statute, contract, tort, or otherwise at law or in equity) in respect of any defects in the product or for any loss, damage, costs or expenses caused by the product or defects in the product, provided that nothing in this paragraph 6 or otherwise in these terms excludes or modifies any legal rights you may have, including rights under the Consumer Guarantees Act 1993 (as applicable). This warranty should therefore not be read as exhaustive statement of the rights of the original end user or any other person.

7. This warranty is not transferable or assignable.

8. Enquiries:

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

Laminex New Zealand™  
Email: [info@laminex.co.nz](mailto:info@laminex.co.nz)  
Phone: 0800 303 606  
Website: [laminex.co.nz](http://laminex.co.nz)

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

Your name, address and telephone number

Place where Trade Essentials® Standard Hardboard and Tempered Hardboard was purchased. Please also provide a copy of your proof of purchase

If Trade Essentials® Standard Hardboard and Tempered Hardboard 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 Trade Essentials® Standard Hardboard and Tempered Hardboard product (including any quotes you have obtained verifying the labour charges)

Description of how the Trade Essentials® Standard Hardboard and Tempered Hardboard 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 Trade Essentials® Standard Hardboard and Tempered Hardboard product for testing.