

Warranty

Laminex New Zealand™ (a division of Fletcher Building Products Limited) (“Distributor”) confirms the terms and conditions of the Strandsarking® 15 Year Limited Warranty as set out in this document (the “Warranty”) in respect of the Strandsarking® supplied by the Distributor to you.

Subject to the conditions and limitations set out in this warranty below, When when stored, handled, designed, installed and maintained in accordance with the Strandsarking® Technical literature and BRANZ Appraisals 946 and 891 at time of installation, Strandsarking® will meet the following provisions of the New Zealand Building Code:

- Clause B1 STRUCTURE: Performance B1.3.1. B1.3.2 and B1.3.4. Strandsarking® meets the requirements for loads arising from self-weight, gravity loads, temperature, snow, wind and creep [i.e. B1. 3.3 (a), (b), (c), (g), (h) and (q)]. See Paragraphs 8.1 – 8.3.
- Clause B2 DURABILITY: Performance B2. 3.1 (b), 15 years and B2.3.2. Strandsarking® meets these requirements. See Paragraph 9.1
- Clause E2 EXTERNAL MOISTURE: Performance E2.3.2. When used as part of the roofing system, Strandsarking® will contribute to meeting this requirement. See Paragraphs 13.1 and 13.2.
- Clause F2 HARDOUS BUILDING MATERIALS: Performance F2.3.1. Strandsarking® meets this requirement and will not present a health hazard to people. See Paragraphs 12.1 and 12.2.

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

Strandsarking® Technical Information is available online at laminex.co.nz or by contacting Laminex New Zealand™ on 0800 303 606.

Terms and conditions

1. This warranty applies to the full range of Strandsarking® products supplied by Laminex New Zealand™ (subject to any exceptions expressly excluded noted in Laminex New Zealand™ literature).
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 Strandsarking® Technical information and product certification (BRANZ Appraisals / CodeMark Certificates), made available by Laminex New Zealand™, or best industry practices for installation of products in the nature of the Strandsarking® products (including, but not limited to, incorrect substrate preparation, or use of incorrect adhesives, or incorrect application of adhesives); or
 - c) Failure to follow the maintenance and cleaning guide for Strandsarking®, as set out in Strandsarking® Technical Information made available by Laminex New Zealand™; or
 - d) Physical abuse, misuse, accidents, impacts, incorrect handling, wear and tear, improper maintenance; or
 - e) Failure of any adhesive, grout, fastener, sealant or other accessory, or failure of any caulked or filled joint or seams; or
 - f) 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
 - g) The product being used in applications not expressly recommended in Strandsarking® Technical Information as made available by Laminex New Zealand™; or
 - h) Any Strandsarking® product that is not installed by an appropriately trained and skilled person; or
 - i) Any exterior use or application other than those directly prescribed in the Strandsarking® Technical Literature at the time; or
 - j) Where the defect is trivial or insubstantial; or
 - k) Where, as at the date of notification of the defect to Laminex New Zealand™, the type or size of the alleged defective product no longer forms part of Laminex New Zealand’s standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is as close a type or colour match as is possible from Laminex New Zealand’s then prevailing stock range.
3. Subject to the terms of this warranty, this warranty applies only to Strandsarking® products supplied by Laminex New Zealand™:
 - a) Which have not been moved from their original place of installation;
 - b) Which have been used in approved applications;
 - c) Which have been installed by a business which has been supplied with such Strandsarking® products by Laminex New Zealand™ directly, or indirectly through Laminex New Zealand’s re-seller network.
 - d) Which have been designed, installed and maintained, used and protected in the manner set out in Strandsarking® 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 and size as the original Strandsarking® product covered by this warranty. If a replacement product from Laminex New Zealand™ of the same type and size is not reasonably available, Laminex New Zealand™ reserves the right to provide a replacement product of as close a shape and colour match 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™ Warranties
Laminex New Zealand™
PO Box 12270, Penrose
Auckland, 1642
info@laminex.co.nz
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 Strandsarking® was purchased and amount you paid for it. Please also provide a copy of your proof of purchase

If Strandsarking® 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 Strandsarking® product (including any quotes you have obtained verifying the labour charges)

Description of how the Strandsarking® 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 Strandsarking® product for testing.

Strandsarking® is marketed and distributed by 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™.