MELTECA®

Laminex™ NEW ZEALAND

10 year warranty

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. "Residential" – Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.

iii. "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.

iv. "Warranty Term" – Commences on the earlier of the date of delivery or payment in full until the end of the 10 year Warranty Term for Melteca® Standard, Melteca® Hi-Gloss or Melteca® Jumbo.

1. Subject to the conditions and limitations set out in this warranty below, Fletcher Building Products Limited trading as Laminex New Zealand™ warrants to the original purchaser of any Melteca® Standard, Melteca® Hi-Gloss or Melteca® Jumbo. quality laminated panels for interior residential or interior commercial use that Laminex New Zealand™ will at its option, repair or replace any Melteca® quality laminated panels product without charge if it is defective directly as a result of its manufacture or supply by Laminex New Zealand™ or the materials used in its manufacture by Laminex New Zealand™, during the first ten years after the initial purchase (proof of purchase will be required) Subject to paragraph 7, this obligation terminates at the expiration of ten years from the date of purchase of the product concerned from Laminex New Zealand™.

2. This warranty does not cover any defect caused by:

a) any act of God, any natural occurrence or any other circumstance beyond Laminex New Zealand's control; or

b) failure to follow any procedures recommended by Laminex New Zealand™, at the time of fabrication, sale and/or installation for the installation of Melteca® quality laminated panels; or

c) physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or

d) general fading and discolouration or damage due to direct and indirect light (exposure to sunlight should be avoided); or

e) the product being used in applications that are not recommended by Laminex New Zealand™ in the product literature published; or

f) where the defect has been caused by faulty workmanship by any person other than Laminex New Zealand™; or

g) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations.

This warranty also does not cover:

h) where the defect is trivial or insubstantial; or

i) where, as at the date of notification of the defect to Laminex New Zealand™, the type or colour 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; or

j) anything that has been disclosed as a feature or limitation of Melteca® quality laminated panels in any literature published by Laminex New Zealand™; or

k) outdoor application.

3. This warranty applies only to Melteca® Standard, Melteca® Hi-Gloss or Melteca® Jumbo quality laminated panels:

a) Purchased from Laminex New Zealand™ after 1 July 1994 for interior residential or commercial use in New Zealand;

b) That has remained installed at the location at which it was first installed after its sale by Laminex New Zealand™;

c) Which has been installed, maintained, used and protected in the manner recommended by Laminex New Zealand™, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning Melteca® quality laminated panels, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Laminex New Zealand™ at the address given below;

d) 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. Costs of claiming:

a) Laminex New Zealand™ will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of Melteca® quality laminated panels for defects covered by this warranty under claims accepted by Laminex New Zealand™. When submitting a claim, please provide details of the quantum of the proposed labour charges necessary for the repair or replacement of Melteca® quality laminated panels (including any quotes you have obtained verifying the labour charges).

b) If Laminex New Zealand™ considers that you have incurred or will incur reasonable labour charges which are necessary for the repair or replacement of Melteca® quality laminated panels covered by this warranty, for claims accepted by Laminex New Zealand™, it will pay those charges directly to an agreed third party to undertake the necessary repair or replacement works.

c) Subject to a), the person claiming the warranty will bear all other expenses of claiming the warranty.

5. A replacement product may not be reasonably available from Laminex New Zealand™ in the same shape, type or colour as the original Melteca® quality laminated panels 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. Except as expressly provided in paragraphs 1 and 7, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Melteca quality laminated panels are excluded. Without limiting the generality of the preceding sentence, Laminex New Zealand™ will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of Melteca® quality laminated panels.

7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Laminex New Zealand™ and a person, or Laminex New Zealand's relationship with a person, which has acquired Melteca® quality laminated panels, or otherwise gives that person a particular remedy against Laminex New Zealand™, and that legislation or any egislation voids or prohibits any provision excluding, or modifying the application of, or exercise of, any liability under such term, condition, warranty or remedy, then that term, condition, warranty or remedy shall be deemed to be included in or, as the case may be, apply to that contract or relationship. However, Laminex New Zealand's liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Laminex New Zealand's option, in any one or more of the ways permitted by that legislation including, where so permitted:

a) If the breach is related to Melteca® quality laminated panels:

i. The replacement of Melteca® quality laminated panels or the supply of equivalent product;

ii. The repair of the Melteca® quality laminated panels;

iii. The payment of the cost of replacing Melteca® quality laminated panels or acquiring equivalent product; or

iv. The payment of the cost of having Melteca® quality laminated panels repaired; and

b) If the breach relates to services:

i. The supplying of the services again; or

ii. The payment of the cost of having the services supplied again.

8. The provisions of this warranty shall apply in addition to and not in substitution for Laminex New Zealand™ Conditions of Sale. Where there is any conflict between the terms of this warranty and the Conditions of Sale, unless Laminex New Zealand™ in its sole discretion determines otherwise, the Conditions of Sale (other than Condition 10.1(a)) shall prevail.

9. Our goods are supplied subject to such guarantees as cannot be excluded under the Consumer Guarantees Act.

10. This warranty does not cover any other product used or installed in connection with Melteca® quality laminated panels.

11. This warranty is not transferable or assignable.

12. Any inquiries regarding this warranty should be sent to
Melteca® quality laminated panels 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 Melteca® quality laminated panels was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
- If Melteca® quality laminated panels 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 Melteca® quality laminated panels product (including any quotes you have obtained verifying the labour charges)
- Description of how the Melteca® quality laminated panels 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 Melteca® quality laminated panels product for testing.

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