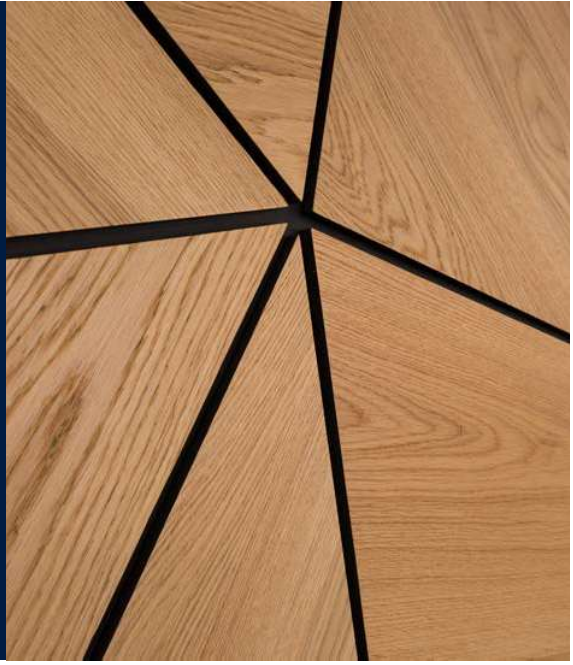
Prime Panels NZ

FEBRUARY 2023

product warranty



Product Warranty

Subject to the conditions of this warranty set out below, Prime Panels, a business unit of New Zealand Panels Group Limited, (the "Company") warrants to the initial purchaser only (the "customer") that for a period of 10 years from the date of purchase that the melamine, laminate and edging products sold under the Prime Panels brand (each a "Product"), will be free from defects in manufacture. This warranty does not apply to any other products.

This warranty is provided in addition to any statutory guarantees that apply under the Consumer Guarantees Act 1993 and does not limit or exclude any rights that you have under that Act or any other applicable law that cannot be excluded.

Prime Melamine

Prime Laminate

Prime Edging

Conditions of Warranty

This warranty is strictly subject to the following conditions. The customer acknowledges that failure to adhere to these conditions shall void this warranty.

a. In order to claim under this warranty, the customer must provide proof of purchase of the Product alleged to be defective and submit a written claim to The Company within 30 days after the defect would have become apparent to a reasonably diligent person (or, if the defect was apparent, or would have been apparent to a reasonably diligent person prior to installation, the claim must be made prior to installation). The customer must allow the Company to promptly inspect the Product to verify the defect;

b. This warranty is for the sole benefit of the customer (being the original purchaser of the product) and is not transferable;

c. The Product must be fabricated, installed, applied and maintained strictly in accordance with the relevant Company technical literature current at the time of installation (the "Literature") and must be installed using the components or products specified in the Literature. All other products, including coating and jointing systems, applied to or used in conjunction with the Product must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and by qualified tradespeople using good trade practice;

d. The project must be designed and constructed in strict compliance with the current New Zealand Building Code and all other relevant laws, regulations and standards;

e. The customer's sole remedy for breach of this warranty shall be that the Company will either (at the Company's discretion): (i) supply a replacement for the affected Product;

(ii) repair or rectify the defective Product; or

(iii) pay the cost of replacing, repairing or rectifying the affected Product.

For the avoidance of doubt, this warranty covers the cost of all reasonable delivery and labour charges that are necessary for the repair or replacement of the affected Product;

f. The Company will not have any other liability for breach of this warranty (regardless of whether liability would arise in contract, tort including negligence, or otherwise). Without limiting the previous sentence and for the avoidance of doubt, the Company will not be liable under this warranty for any economic loss, loss of profits, income business or revenue, or any indirect or consequential loss;

g. Without limiting paragraph (f) above, the customer agrees that the Company will not be liable for any claims, damages or defects arising from or in any way attributable to:

(i) Poor workmanship (by any person other than the Company);
(ii) Poor design or detailing;
(iii) Settlement or structural movement and/or movement of materials to which the Product is attached;

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

(v) General fading, and discolouration from UV exposure;

(vi) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations;

(vii) Efflorescence or performance of paint/coatings applied to the Product;

(viii) Any modifications made to the finished products such as resizing or glueing;

(ix) Growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces);

(x) Any act of God, including earthquakes, cyclones, floods or inclement weather, or acts of war (whether declared or not), insurrection, civil disobedience or terrorism, or any other matter which is beyond the Company's reasonable control;

h. This warranty also does not cover:

(i) Defects that are trivial and/or insubstantial; and do not meet the criteria for visual defects as outlined in the New Zealand Panels Group Quality Standards document;

(ii) Anything that has been disclosed as a feature or limitation of the Product in any literature published by the Company; and

(iii) Products that are sold as seconds, or end-of-line Products.

i. This warranty only applies where the Product has remained installed at the same location at which it was first installed after its sale by the Company.

j. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law;

k. In the event that the Company accepts a claim under this warranty, then the customer accepts that there may be slight colour differences between the original and replacement Products due to the effects of weathering and variations in materials over time.

l. A replacement product may not reasonably be available from the Company in the same shape, type, design or colour as the original Product covered by this warranty. If a replacement Product of the same shape, type, design or colour is not reasonably available, then the Company may satisfy its obligations under this warranty by providing a replacement Product of a shape, type, design or colour as close to the original Product as is reasonably practicable, from the Company's thencurrent stock at the time of replacement.

All enquiries in relation to this warranty, and any claims to be made hereunder, should be addressed in writing to:

Prime Panels Customer Service

NZ Panels Group
PO Box 258035, Botany
Auckland 2163

Email: sales@primepanels.co.nz
Phone 0800 477 463