

## 10 YEAR WARRANTY - LAMINATES

1. Subject to the conditions and limitations set out in this warranty below, Laminate Innovations Australia PTY LTD ABN 6713473091 trading as Laminate Innovations warrants to the original purchaser of any LAMINATE INNOVATIONS LAMINATES for interior residential or commercial use that Laminate Innovations will at its option, repair or replace any LAMINATE INNOVATIONS LAMINATES without charge if it is defective directly as a result of its manufacture or supply by Laminate Innovations or the materials used in its manufacture by Laminate Innovations during the first 10 years after initial purchase (proof of purchase will be required). Subject to paragraph 8, this obligation terminates at the expiration of 10 years from the date of purchase of the product concerned from Laminate Innovations.

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

- a) any act of God, any natural occurrence, or any other act or circumstance beyond Laminate Innovations' control; or
- b) failure to follow any procedures recommended by Laminate Innovations, at the time of fabrication and installation, for the fabrication and installation of a LAMINATE INNOVATIONS LAMINATES; or
- c) physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces; or
- d) general fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or
- e) the product being used in applications that are not recommended by Laminate Innovations; or
- f) faulty workmanship by any person other than Laminate Innovations'; or
- g) variation in colour, pattern, shade of material remedy shall be deemed to be included in or, as the against the sample material, display/s 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 Laminate Innovations, the type or colour of the alleged defective product no longer forms part of the Laminate Innovations 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 Laminate Innovations then prevailing stock range; or
- j) where the defect has been disclosed as a feature or limitation of the LAMINATE INNOVATIONS LAMINATES in any literature published by Laminate Innovations; or
- k) outdoor application.

3. This warranty applies only to LAMINATE INNOVATIONS LAMINATES :

- a) Purchased from Laminate Innovations after 1 July 2009 for interior residential or commercial use in Australia;
- b) That has remained installed at the location at which it was first installed after its sale by Laminate Innovations;
- c) Which has been installed, maintained, used and protected in the manner recommended by Laminate Innovations, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the LAMINATE INNOVATIONS LAMINATES, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Laminate Innovations at the address given below;
- d) Where Laminate Innovations has been notified of the defect within seven days of the first person to become aware of it.

4. This warranty will cover reasonable labour charges which are necessary for the repair or replacement of the LAMINATE INNOVATIONS LAMINATES covered by this warranty.

5. A replacement product may not be reasonably available from Laminate Innovations in the same shape, type or colour as the original LAMINATE INNOVATIONS LAMINATES covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Laminate Innovations reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Laminate Innovations' then prevailing product range in satisfaction of its obligations under this warranty.

6. Except as expressly provided in paragraphs 1 and 8, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to LAMINATE INNOVATIONS LAMINATES are excluded. Without limiting the generality of the preceding sentence, Laminate Innovations 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 the LAMINATE INNOVATIONS LAMINATES.

7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Laminate Innovations and a person, or Laminate Innovations' relationship with a person, which has acquired a LAMINATE INNOVATIONS LAMINATES, or otherwise gives that person a particular remedy against Laminate Innovations, and that

legislation or any legislation voids or prohibits any provision excluding, or modifying the application of, or exercise of, any liability under such term, condition, warranty Laminate Innovations; 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, Laminate Innovations liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Laminate Innovations options, in any one or more of the ways permitted by that legislation including, where so permitted:

- a) If the breach related to a LAMINATE INNOVATIONS LAMINATES;
  - i. The replacement of the LAMINATE INNOVATIONS LAMINATES or the supply of equivalent product;
  - ii. The repair of the LAMINATE INNOVATIONS LAMINATES; a type or colour match as is possible from
  - iii. The payment of the cost of replacing the LAMINATE INNOVATIONS LAMINATES or acquiring equivalent product; or
  - iv. The payment of the cost of having the LAMINATE INNOVATIONS LAMINATES 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. Please note that the law may confer on person's rights arising out of the supply of a LAMINATE INNOVATIONS LAMINATES . This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person.

9. This warranty does not cover any other product used or installed in connection with the LAMINATE INNOVATIONS LAMINATES .

10. This warranty is not transferable or assignable.

11. Any inquiries regarding this warranty should be sent to LAMINATE INNOVATIONS AUSTRALIA PTY LTD, 5 SUPPLY COURT, ARUNDEL QLD 4214.

Return this original warranty form to LAMINATE INNOVATIONS AUSTRALIA PTY LTD, 5 SUPPLY COURT, ARUNDEL QLD 4214 to ensure your warranty is registered. Remember to retain your proof of purchase.

Name: \_\_\_\_\_

Place where Laminate Innovations® Laminates was purchased: \_\_\_\_\_

Address where Laminate Innovations® laminates is installed: \_\_\_\_\_

Date installed: \_\_\_\_\_

Installed by: \_\_\_\_\_

Date: Signed: \_\_\_\_\_