

# LAMINEX® FUSION® SURFACES

## WET AREA PANELLING

1. Subject to the conditions and limitations set out in this warranty below, Laminex Group Pty Limited, trading as The Laminex Group, warrants to the original purchaser of Laminex® Fusion® Surfaces wet area panelling products for interior residential or commercial use, that The Laminex Group will, at its option repair or replace that product without charge if it fails directly as a result of a defect in its manufacture or material used in its manufacture during the first 7 years after initial installation (proof of purchase required). Subject to paragraph 8, this limited warranty terminates at the expiration of 7 years from the date of purchase of the Laminex Fusion Surfaces wet area panelling product.
  2. This warranty does not cover any defect caused by:
    - a) any act of God, any natural occurrence or any other circumstance beyond The Laminex Group's control; or
    - b) physical abuse, negligence, vandalism, 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', including, without limitation, fractures, burns, scratches, stains, cuts, wipe marks on darker colour surfaces, and scuffs of the product; or
    - c) failure to follow the Care and Maintenance instructions of the product;
    - d) exposure to direct sunlight or from exposure to chemical products;
    - e) variations in colour, pattern and shade of the material against the sample material, displays and /or printed illustrations;
    - f) thermal shock, excessive heat, or excessive weight;
    - g) failure to follow any procedures recommended by The Laminex Group for transport, storage and installation;
    - h) failure of any adhesive or other accessory;
    - i) faulty workmanship by any person other than The Laminex Group;

The warranty also does not cover:

    - j) anything that has been disclosed as a feature or limitation of the Laminex Fusion Surfaces wet area panelling products in any literature published or distributed by The Laminex Group;
    - k) outdoor application;
    - l) where the defect is trivial or insubstantial;
    - m) where, as at the date of notification of the defect to The Laminex Group, the type or colour of the alleged defective product no longer forms part of The Laminex Group'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 The Laminex Group's then prevailing stock range.
  3. This limited warranty applies only to Laminex Fusion Surfaces wet area panelling products which:
    - a) purchased from The Laminex Group after 1 September 2006 for interior residential or commercial use in Australia;
    - b) have not been moved from their original place of installation;
    - c) have been transported, stored, installed, maintained, used and protected according to the procedures recommended by The Laminex Group in the Laminex Fusion Surfaces wet area panelling Product Catalogue and Installation Guide, a copy which may be obtained free of charge from the installer listed below or by contacting The Laminex Group at the address given below;
    - d) where The Laminex Group has been notified of the defect within seven days of the first person to become aware of it.
  4. This limited warranty will cover reasonable labour charges, which are necessary for the repair or replacement of any Laminex Fusion Surfaces wet area panelling product covered by this warranty.
  5. The Laminex Group may determine that a replacement product may not be reasonably available in the same colour or surface finish as the original Laminex Fusion Surfaces wet area panelling product covered by this limited warranty. If The Laminex Group determines that a replacement product of the same colour or surface finish is not reasonably available, The Laminex Group reserves the right to provide a replacement product of as close to the colour or surface finish as is reasonably possible from The Laminex Group's then current stock range in full satisfaction of its obligations under this limited warranty.
  6. Please fill out the attached registration card and mail directly to The Laminex Group at the address given below.
  7. Except as expressly provided in paragraphs 1 and 8, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied, statutory or otherwise relating in any way to any Laminex Fusion Surfaces wet area panelling are excluded. Without limiting the generality of the preceding sentence, The Laminex Group 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 any Laminex Fusion Surfaces wet area panelling product.
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  - 8.1 You have the benefit of conditions and warranties implied by the Trade Practices Act 1974 ("the Act") and nothing in these terms and conditions is intended to exclude, restrict or modify any statutory obligation we have if that cannot lawfully be effected. References to specific provisions of and circumstances arising under the Act are intended to include reference to equivalent or similar provisions of and circumstances arising under any State or Territory enactment.
  - 8.2 Where any applicable legislation implies any term, condition or warranty into the contract of sale between The Laminex Group and a person, or The Laminex Group's relationship with a person, which has acquired Laminex Fusion Surfaces wet area panelling product or otherwise gives that person a particular remedy against The Laminex Group, 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 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, The Laminex Group's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at The Laminex Group's option, in any one or more of the ways permitted by that legislation including, where so permitted:
    - a) If the breach relates to any Laminex Fusion Surfaces wet area panelling products:
      - i. The replacement of Laminex Fusion Surfaces wet area panelling product or the supply of equivalent product;
      - ii. The repair of Laminex Fusion Surfaces wet area panelling product ;
      - iii. The payment of the cost of replacing Laminex Fusion Surfaces wet area panelling product acquiring equivalent product; or
      - iv. The payment of the cost of having Laminex Fusion Surfaces wet area panelling product repaired; and
  - 8.3 Subject to any legislation to the contrary:
    - a) to the fullest extent permitted by law, all express and implied terms, other than the ones set out in these terms and conditions are excluded;
    - b) to the fullest extent permitted by law, we are not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission by you, us or any other person (including any loss or damage arising from our negligence);
    - c) you indemnify us against:
      - i. any claims made against us by any third party in respect of any loss, damage, death or injury as is set out in clause 8.3(b); and
      - ii. all losses and expenses which we may suffer or incur due to your failure to observe fully your obligations under the Agreement incorporating the terms of the application; and
    - d) we make no representation, warranty or undertaking about the compliance of the products with any statutory requirements relating to the marketing of products. You acknowledge that you alone are responsible for compliance of the products with this legislation.
  - 8.4 We will not be responsible for non-delivery or delay in delivery of any products due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such non-delivery or delay occurs, we may deliver the products not delivered or delayed at any subsequent time and you must accept and pay for them.
  - 8.5 Where we give a date of intended delivery, this will be subject to the products ordered being available and our being able to make the delivery on that date.
  9. Please note that the law may confer on person's rights arising out of the supply of Laminex Fusion Surfaces wet area panelling. This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person.
  10. This warranty does not cover any other product used or installed in connection with Laminex Fusion Surfaces wet area panelling.
  11. This warranty is not transferable or assignable.
  12. Any questions regarding this warranty should be addressed to The Laminex Group at the address given below.

Laminex Fusion Surfaces wet area panelling is a melamine surfaced high-pressure decorative laminate specifically designed for a wide variety of vertical wall applications particularly where resistance to moisture is required. The innovative 2.7mm thick sheets are strong and durable, and require little maintenance to keep the surface in pristine condition for years.

#### Routine Care & Maintenance

Laminex Fusion Surfaces wet area panelling is easy to clean. Clean the sheet surface with warm water and mild liquid detergent only. Do not use abrasive cleaners, waxes or polish on the surface.

#### General Comments

Laminex Fusion Surfaces wet area panelling is supported by a 7 year limited warranty. Laminex Fusion Surfaces wet area panelling is a registered trademark of Laminex Group Pty Limited. For more information on Laminex Fusion Surfaces wet area panelling, visit [www.laminex.com.au](http://www.laminex.com.au) or call 1800 003 988.

The Laminex Group. A division of Laminex Group Pty Limited A.B.N. 98 004 093 092. Laminex is marketed, distributed and manufactured by The Laminex Group.  
Laminex®, Fusion®



**Laminex®**  
Inspire your space

**Return this original warranty form to Laminex® Fusion® Surfaces wet area panelling Warranties, The Laminex Group, PO Box 407, Doncaster Vic 3108 to ensure your warranty is registered. Remember to retain your proof of purchase.**

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

**Place where Laminex Fusion Surfaces wet area panelling was purchased:** \_\_\_\_\_

**Address where Laminex Fusion Surfaces wet area panelling is installed:** \_\_\_\_\_

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

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

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



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