

LAMINEX® SQUAREFORM® BENCHTOPS

- Subject to the conditions and limitations set out in this warranty below, Laminex Group Pty Limited ABN 98 004 093 092 trading as The Laminex Group warrants to the original purchaser of any Laminex® Squareform® benchtops for interior residential or commercial use who is a "consumer" as defined in section 3 of the Australian Consumer Law that The Laminex Group will at its option, repair or replace any Laminex Squareform benchtops without charge if it is defective directly as a result of its manufacture by The Laminex Group or the materials used in its manufacture by The Laminex Group, during the first seven years after the initial purchase (proof of purchase will be required) Subject to paragraph 7, this obligation terminates at the expiration of 7 years from the date of purchase of the product concerned from The Laminex Group.
- This warranty does not cover damage caused by:
 - any natural occurrence or any other circumstance beyond The Laminex Group's control; or
 - failure to follow any procedures recommended by The Laminex Group for the fabrication and installation of the Laminex Squareform benchtops; or
 - physical abuse, misuse, vandalism, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning compounds, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
 - general fading and discolouration (exposure to direct sunlight should be avoided) and some shrinkage; or
 - the product being used in applications that are not recommended by The Laminex Group in the product literature published by The Laminex Group; or
 - faulty workmanship by any person subsequent to supply of the Laminex Squareform benchtops; or
 - variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations.
 The warranty also does not cover:
 - where the defect is trivial or insubstantial; or
 - 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; or
 - anything that has been disclosed as a feature or limitation of Laminex Squareform benchtops in any literature published by The Laminex Group; or
 - outdoor application.
- This warranty applies only to Laminex Squareform benchtops:
 - purchased after January 1 2004, for interior residential and commercial benchtop use in Australia;
 - which have not been moved from their original place of installation;
 - which have been installed, maintained, used and protected in the manner recommended by The Laminex Group in its published literature concerning Laminex Squareform benchtops, a copy of which may be obtained, free of charge, by writing directly to The Laminex Group at the address given below.
 - where The Laminex Group has been notified of the defect within seven days of the first person to become aware of it.
- Costs of claiming:
 - The Laminex Group will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of the Laminex Squareform benchtops covered by this warranty. When submitting a claim, please provide details of the quantum of the labour charges necessary for the repair or replacement of the Laminex Squareform benchtops (including any quotes you have obtained verifying the labour charges).
 - If The Laminex Group considers that you have incurred or will incur reasonable labour charges which are necessary for the repair or replacement of the Laminex Squareform benchtops covered by this warranty, it will pay you the amount of those charges or pay those charges directly to a third party to undertake the necessary repair or replacement works.
 - Subject to a), the person claiming the warranty will bear all other expenses of claiming the warranty.
- A replacement product may not be reasonably available from The Laminex Group in the same shape, type or colour as the original Laminex Squareform benchtops product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, The Laminex Group reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from The Laminex Group's then prevailing product range in satisfaction of its obligations under this warranty.
- Except as expressly provided in paragraphs 8 and 9, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to any Laminex Squareform benchtops products 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 Squareform benchtops product.
- Where applicable legislation implies any term, condition or warranty into The Laminex Group's relationship with a person who has acquired any Laminex Squareform benchtops 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 shall be deemed to be included in or, as the case may be, apply to that 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, to any one or more of the ways permitted by the legislation, including, where so permitted:
 - The replacement of that Laminex Squareform benchtops product or the supply of equivalent Laminex Squareform benchtops products;
 - The repair of that Laminex Squareform benchtops product;
 - The payment of the cost of replacing the Laminex Squareform benchtops product or acquiring equivalent product;
 - The payment of the cost of having the Laminex Squareform benchtops product repaired.
- Please note that the benefits given by this warranty are in addition to other rights and remedies of the person under a law in relation to the goods or services to which this warranty relates. This warranty should not therefore be read as an exclusive statement of the rights of the original purchaser or any other person.
- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- This warranty does not cover any other product used or installed in connection with Laminex Squareform benchtops.
- This warranty is not transferable or assignable.
- Any inquiries regarding this warranty should be sent to Laminex Squareform Benchtops Warranties, The Laminex Group, P.O. Box 407, Doncaster, VIC 3108. Inquiries can also be made by calling 132 136 or emailing enquiries@laminex.com.au.
- To claim this warranty, please send the following written details to the address set out above:
 - Your name, address and telephone number
 - Place where the Laminex Squareform benchtops was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
 - If the Laminex Squareform benchtops 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 labour charges necessary for the repair or replacement of the Laminex Squareform benchtops (including any quotes you have obtained verifying the labour charges)
 - Description of how the Laminex Squareform benchtops is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s)



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Laminex Squareform benchtops are marketed, distributed and manufactured by The Laminex Group, a division of Laminex Group Pty Limited A.B.N. 98 004 093 092.
Laminex®, Squareform®

Return this original warranty form to Laminex® Squareform® Benchtops Warranties, The Laminex Group, P.O. Box 407, Doncaster VIC 3108 to ensure your warranty is registered. Remember to retain your proof of purchase.

Name: _____

Place where Laminex Squareform benchtops were purchased: _____

Address where Laminex Squareform benchtops are installed: _____

Date installed: _____

Installed by: _____

Date: _____ **Signed:** _____



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