

LAMINEX[®] SQUAREFORM[®] BENCHTOPS

1. 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[®] Benchtop 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 by The Laminex Group or materials used in the manufacture by The Laminex Group, during the first 7 years after initial purchase (proof of purchase will be required). Subject to paragraph 7, this obligation terminates at the expiration of 7 years from the date on which the Laminex Squareform Benchtop concerned was first purchased.
2. This warranty does not cover damage caused by:
 - a) any act of God, any natural occurrence or any other circumstance beyond The Laminex Group's control; or
 - b) failure to follow any procedures recommended by The Laminex Group for the fabrication and installation of the Laminex Squareform Benchtop; or
 - c) 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
 - d) general fading and discolouration (exposure to direct sunlight should be avoided) and some shrinkage; or
 - e) the product being used in applications that are not recommended by The Laminex Group in the product literature published by The Laminex Group; or
 - f) faulty workmanship by any person subsequent to supply of the Laminex Squareform Benchtop; or
 - g) variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations.

The 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 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
 - j) anything that has been disclosed as a feature or limitation of Laminex Squareform Benchtops in any literature published by The Laminex Group; or
 - k) outdoor application.
3. This warranty applies only to Laminex Squareform Benchtops:
 - a) purchased after January 1 2004, for interior residential and commercial benchtop use in Australia;
 - b) which have not been moved from their original place of installation;
 - c) 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.
 - 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 warranty is limited to the repair or replacement of any Laminex Squareform Benchtops component covered by this warranty and does not include field labour charges, or any consequential or economic loss, or loss of profits, or damage, including those suffered through or resulting from defects, caused by faulty manufacture or faulty material.
5. The Laminex Squareform Benchtop replacement component may not be reasonably available in the same shape or colour as the original Laminex Squareform Benchtop. If the Laminex Squareform Benchtop component is not reasonably available, The Laminex Group reserves the right to provide a replacement component of as close a shape and colour match as is reasonably possible from The Laminex Group'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 any Laminex Squareform Benchtop 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 Benchtop product.
7. Where applicable legislation implies any term, condition or warranty into The Laminex Group's relationship with a person who has acquired any Laminex Squareform Benchtop 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:
 - a) The replacement of that Laminex Squareform Benchtops product or the supply of equivalent Laminex Squareform Benchtops products;
 - b) The repair of that Laminex Squareform Benchtops product;
 - c) The payment of the cost of replacing the Laminex Squareform Benchtop product or acquiring equivalent product;
 - d) The payment of the cost of having the Laminex Squareform Benchtops product repaired.
8. Please note that the law may confer on you, rights arising out of the supply of Laminex Squareform Benchtop products. This warranty should therefore not 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 Laminex Squareform Benchtop.
10. This warranty is not transferable or assignable.
11. All Squareform Benchtop Warranties to be addressed to The Laminex Group, PO Box 407, Doncaster, Vic 3108. Any inquiries regarding this warranty should also be sent to this address.

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[®], Squareform[®]



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Return this original warranty form to Laminex[®] Squareform[®] Benchtop 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 Squareform Benchtop was purchased: _____

Address where Laminex Squareform Benchtop is installed: _____

Date installed: _____

Installed by: _____

Date: _____ **Signed:** _____



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