

# LAMINEX® TIMBER DOORS

1. Subject to the conditions and limitations set out in this warranty below, Laminex Group Pty Limited A.B.N 98 004 093 092, trading as The Laminex Group, warrants to the original purchaser of any Laminex® Timber doors finished product 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 that product without charge if it fails directly as a result of a defect in its manufacture or materials used in its manufacture, 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 of purchase of the product concerned from The Laminex Group.
2. This warranty does not cover damage caused by:
  - a) 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, installation and care of the Laminex Timber doors pre-finished product; or
  - c) physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, use of solvents or inappropriate cleaning products/materials, improper maintenance, normal 'wear and tear'; scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
  - d) incorrect hinge installation and/or adjustment; or
  - e) general fading and discolouration and change in appearance due to direct and indirect light (exposure to direct sunlight should be avoided) (NB. Timber products, including Laminex Timber doors product, will react to direct and indirect light. Therefore, a change of the surface colour and appearance over time is a natural characteristic, not a defect. Additionally, heat and humidity will interact with light to accelerate the ageing process. If exposed to direct and strong light timber products may undergo sudden and irregular changes from the original colour as a little as an hour's exposure to sunlight may change the colour of timber. For more information visit laminex.com.au); or
  - f) the product being used in applications that are not recommended by The Laminex Group in the product literature published by The Laminex Group; or
  - g) faulty workmanship by any person subsequent to supply of the Timber doors finished product from The Laminex Group; or
  - h) variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations.

This warranty also does not cover:

  - i) anything which has been disclosed as a feature or limitation of the Laminex Timber doors finished product in any literature published or distributed by The Laminex Group;
  - j) outdoor application; or
  - k) where the defect is trivial or insubstantial; or
  - l) 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 for The Laminex Group's then prevailing stock range.
3. This warranty applies only to Laminex Timber doors finished products:
  - a) purchased after 1 April 2001, for interior residential or commercial 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 those products, a copy of which may be obtained, free of charge, or 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. Costs of claiming:
  - a) The Laminex Group will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of the Laminex Timber doors finished product 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 Timber doors finished product (including any quotes you have obtained verifying the labour charges).
  - b) 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 Timber doors finished product 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.
5. A replacement product from The Laminex Group may not be reasonably available in the same shape or species as the original Laminex Timber doors finished products covered by this warranty. If a replacement product of the same shape or species is not reasonably available, The Laminex Group reserves the right to provide a replacement product as close in shape and species 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 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 Timber doors finished 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 Timber doors finished 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 Timber doors finished 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 the exercise of, any liability under such term, condition, warranty or remedy, 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, in any one or more of the ways permitted by the legislation, including where so permitted:
  - a) If the breach relates to any Laminex Timber doors finished product:
    - i. The replacement of that Laminex Timber doors finished product or the supply of equivalent Laminex Timber doors finished product;
    - ii. The repair of that Laminex Timber doors finished product; or
    - iii. The payment of the cost of replacing that Laminex Timber doors finished product or acquiring equivalent product.
    - iv. The payment of the cost of having that Laminex Timber doors finished product repaired.
8. 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.
9. 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.
10. This warranty does not cover any other product used or installed in connection with Laminex Timber doors.
11. This warranty is not transferable or assignable.
12. Any inquiries regarding this warranty should be sent to Laminex Timber Doors 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.
13. 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 Timber doors finished product was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
  - If the Laminex Timber doors finished product 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 Timber doors finished product (including any quotes you have obtained verifying the labour charges)
  - Description of how the Laminex Timber doors finished product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s)

After we receive your written claim, we will contact you to discuss. In some circumstances Laminex may need to remove a sample of the installed Laminex Timber doors finished product for testing.
- c) Subject to a), the person claiming the warranty will bear all other expenses of claiming the warranty.

Laminex Timber doors are marketed and distributed by The Laminex Group, a division of Laminex Group Pty Limited A.B.N. 98 004 093 092.  
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**Return this original warranty form to Laminex® Timber Doors 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 Timber doors were purchased:** \_\_\_\_\_

**Address where Laminex Timber doors are installed:** \_\_\_\_\_

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

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

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



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