

Carcass – White MR Particleboard

7 year Limited Product Warranty

Definitions

Haven Kitchens by Formica™	is marketed and distributed in Australia by Laminex Group Pty Limited	Subject to the terms and conditions outlined in this document, our standard terms and conditions of sale (at www.havenkitchens.com.au) and Haven Kitchens by Formica™ special conditions (at [www.havenkitchens.com.au]):
Formica®	is marketed and distributed in Australia by Laminex Group Pty Limited ABN 98 004 093 092.	
Residential	Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.	(1) we warrant to the original purchaser of Haven Kitchens by Formica™ carcass used for residential or commercial use, the product(s) will, under normal use be free from manufacturing defects during the 7 year Warranty Term; and
Commercial	Any product application installed in non-residential premises such as, but not limited to, offices, restaurants, bars, religious buildings, educational, healthcare, private business or retail outlets.	(2) where a manufacturing defect arises, we will, at our discretion, repair or replace the Haven Kitchens by Formica™ product in accordance with the limitations and qualifications set out below.
Products	Haven Kitchens by Formica™ Carcass	
Warranty Term	7 years commencing on the earlier of the date of delivery or payment in full until the end of the Warranty Term for Haven Kitchens by Formica™ Carcass	
‘We’, ‘our’ or ‘us’	Laminex Group Pty Limited ABN 98 004 093 092	

Terms & Conditions of Warranty

- This warranty does not cover any defect/damage caused by or contributed to by an event or action beyond our reasonable control including without limitation:**
 - any act of God, any natural occurrence, third party act or omission or other circumstances beyond Formica’s control;
 - physical abuse, negligence, vandalism, misuse or accidents;
 - exposure to excessive direct or radiant heat;
 - exposure to excessive moisture, including damage from steam or hot water;
 - the use of solvents or inappropriate cleaning products/materials;
 - exposure to chemical products and acidic or corrosive materials;
 - normal ‘wear and tear’, including without limitation, scratches, scuffs, burns, stains, wipe marks, chipping, dents, cuts on the product;
 - general fading or discolouration due to direct or indirect UV light exposure;
 - variation in colour, pattern or shade of material against sample material, displays and/or printed illustrations;
 - failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joints or seams;
 - faulty workmanship by any person other than Formica;
 - unauthorised modification/application.
 - inappropriate transport, storage and handling prior to installation;

- n. failure to follow procedures/recommendations set out in the Care and Maintenance instructions of the product published by Haven Kitchens by Formica at www.havenkitchens.com.au
- o. failure to follow procedures/recommendations set out in the fabrication and installation instructions of the product published by Haven Kitchens by Formica at www.havenkitchens.com.au
- p. failure to follow any applicable product procedures/recommendations set out in instructions of the product published by Haven Kitchens by Formica at www.havenkitchens.com.au

2. This warranty does not cover:

- a. anything that has been disclosed as a feature or limitation of the product in any literature published by Haven Kitchens by Formica;
- b. outdoor applications;
- c. high traffic applications
- d. where a defect is trivial or insubstantial;
- e. where the claimant is unable to provide proof of purchase or equivalent documentation from an authorised reseller of the Haven Kitchens by Formica product and we are unable to verify the product as being sold by us.

3. This warranty only applies to Haven Kitchens by Formica Carcass product:

- a. that is purchased on or after 5 July 1st, 2021;
- b. that has not been moved from their original place of installation;
- c. where that part or parts of the Haven Kitchens by Formica product is affected by the manufacturing defect. We will endeavour to repair to the same standard or replace with the same or substantially similar product and colour.
 - (i)that has been designed, fabricated, installed, maintained, used and protected in the manner recommended by Formica, in related literature found at www.formica.com.au (alternatively a copy of literature containing these recommendations can be ordered by writing directly to Formica at the address below);
 - (ii)where the claim is made within the applicable Warranty Term.
 - (iii)where Formica has received notification of any manufacturing defect within 7 days of the first person to become aware of it;
- d. Formica is not obliged to repair or replace any other product(s);

4. Cost of claiming:

A. If a warranty claim is accepted by us, only preapproved expenses incurred in relation to claiming the warranty will be paid directly by us;

B. Subject to A (a) the person claiming the warranty will bear all other expenses of claiming this warranty.

5. Validity:

- a. a claim may only be made against this warranty after we have received payment by first purchaser in full for its product;
- b. a claim may only be made during the applicable Warranty Term;
- c. the Warranty Term does not restart if a claim is submitted; the original warranty commencement date applies; and
- d. the warranty is not transferable or assignable.

6. Limitations:

- a. If you are a consumer as defined under the Australian Consumer Law (ACL) the Laminex Products come with guarantees that cannot be excluded under the ACL. 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 is in addition to your rights under the ACL.

- b. To the extent permitted by law, without limiting your consumer rights under the ACL, Laminex expressly limits its liability under this warranty and under any other statutory guarantee imposed at law to, at its option:

- I. the replacement or repair of the defective product;
 - II. the supply of an equivalent product; or
 - III. the payment of the cost of the defective product, or of repairing the defective product, or of acquiring an equivalent product.
- c. To the extent permitted by law, Laminex expressly excludes all conditions, warranties and undertakings in relation to the Laminex product, whether expressed or implied, including any implied warranty of merchantability or suitability for a particular purpose and not withstanding any course of dealing between the parties or custom and usage in the trade to the contrary, except as set out in this document.

7. Enquiries

- a. Any enquiries regarding this warranty should be sent to Formica Warranties, Laminex, P.O. Box 407, Doncaster, VIC 3108. Enquiries can also be made by calling 132 136 or emailing enquiries@laminex.com.au.

8. Information required for claims:

- a. Your name, address and phone number;
- b. Place where the Formica product was purchased and amount you paid for it. Please also provide a copy of your proof of purchase;
- c. If the Formica product has been installed, the installers' business name, proof of purchase including sales order numbers and dates of purchase;
- d. Type and colour of products installed;
- e. The address where Formica product has been installed, and the date of installation, the name of the person and company that installed it;
- f. Description of how the product is defective. Please also accompany this form with photographs of any defects found in product;

9. Cross Reference Material

- g. This document must be referenced in conjunction with the latest version of the following which can be assessed at www.havenkitchens.com.au

Standard Terms of Sale and Haven Kitchens by Formica Special Conditions

Haven Kitchens by Formica Installation Manual

Haven Kitchens by Formica Installation Guide

10. Haven Kitchens by Formica Carcass Care & Maintenance

Haven Kitchens by Formica Carcass TDS

Note: Please refer to full suite of supporting documentation for product limitations (E.& O.E.)

Cut along dotted line

Laminex Carcass – White MR Particleboard

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

Name: _____

Phone number: _____

Product type and colour installed: _____

Place where Formica product was purchased: _____

Address where Formica product is installed: _____

Date installed: _____

Installed by: _____

Date: _____

Signed: _____

