

7 Year Limited Warranty Melteca® Decorated Board

1. Subject to the conditions and limitations set out in this warranty below, Fletcher Building Products Limited trading as Laminex New Zealand warrants to the original purchaser of any Melteca® Decorated Board for interior residential or interior commercial use that Laminex New Zealand will at its option, repair or replace any Melteca® Decorated Board product without charge if it is defective directly as a result of its manufacture or supply by Laminex New Zealand or the materials used in its manufacture by Laminex New Zealand, 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 seven years from the date of purchase of the product concerned from Laminex New Zealand.
2. This warranty does not cover any defect caused by:
 - a) Any act of God, any natural occurrence or any other circumstance beyond Laminex New Zealand's control; or
 - b) Failure to follow any procedures recommended by Laminex New Zealand, at the time of fabrication, sale and/or installation for the installation of a Melteca® Decorated Board; or
 - c) Physical abuse, 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', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
 - d) General fading and discolouration or damage due to direct and indirect light (exposure to sunlight should be avoided); or
 - e) The product being used in applications that are not recommended by Laminex New Zealand in the product literature published; or
 - f) Where the defect has been caused by faulty workmanship by any person other than Laminex New Zealand; 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 Laminex New Zealand, the type or colour of the alleged defective product no longer forms part of Laminex New Zealand'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 Laminex New Zealand's then prevailing stock range; or
- j) Anything that has been disclosed as a feature or limitation of Melteca® Decorated Board in any literature published by Laminex New Zealand; or

- k) Outdoor application.
3. This warranty applies only to Melteca® Decorated Board:
- a) Purchased from Laminex New Zealand after 1 July 1994 for interior residential or interior commercial use in New Zealand;
 - b) That has remained installed at the location at which it was first installed after its sale by Laminex New Zealand;
 - c) Which has been installed, maintained, used and protected in the manner recommended by Laminex New Zealand, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning Melteca® Decorated Board, a copy of which may be obtained, free of charge, at the point of purchase, by visiting www.melteca.co.nz or by writing directly to Laminex New Zealand at the address given below; and
 - d) Where Laminex New Zealand has been notified of the defect within seven days of the first person to become aware of it.
4. This warranty will cover reasonable labour charges which are necessary for the repair or replacement of the Melteca® Decorated Board product covered by this warranty.
5. A replacement product may not be reasonably available from Laminex New Zealand in the same shape, type or colour as the original Melteca® Decorated Board product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Laminex New Zealand reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Laminex New Zealand'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 Melteca® Decorated Board product are excluded. Without limiting the generality of the preceding sentence, Laminex New Zealand 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 Melteca® Decorated Board product.
7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Laminex New Zealand and a person, or Laminex New Zealand's relationship with a person, which has acquired Melteca® Decorated Board, or otherwise gives that person a particular remedy against Laminex New Zealand, 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, Laminex New Zealand's liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Laminex New Zealand's option, in any one or more of the ways permitted by that legislation including, where so permitted:
- a) If the breach related to Melteca® Decorated Board product:
 - i. The replacement of Melteca® Decorated Board or the supply of equivalent product;
 - ii. The repair of Melteca® Decorated Board;

- iii. The payment of the cost of replacing Melteca® Decorated Board or acquiring equivalent product; or
- iv. The payment of the cost of having Melteca® Decorated Board repaired; and

b) If the breach relates to services:

- i. The supplying of the services again; or
- ii. The payment of the cost of having the services supplied again.

8. The provisions of this warranty shall apply in addition to and not in substitution for Laminex New Zealand Conditions of Sale. Where there is any conflict between the terms of this warranty and the Conditions of Sale, unless Laminex New Zealand in its sole discretion determines otherwise, the Conditions of Sale (other than Condition 10.1(a)) shall prevail.
9. Please note that the law may confer on persons rights arising out of the supply of a Melteca Decorated Board. This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person. Nothing in this warranty shall affect any rights a consumer, as defined in the Consumer Guarantees Act 1993, may have under that Act.
10. This warranty does not cover any other product used or installed in connection with Melteca® Decorated Board.
11. This warranty is not transferable or assignable.
12. All Melteca® Decorated Board Warranties to be addressed to:
Melteca® Decorated Board Warranties
Laminex New Zealand
PO Box 12270
Penrose
Auckland 1642

Any inquiries regarding this warranty should also be sent to this address.

Remember to retain your proof of purchase