

# Particleboard Flooring

trade essentials®

- Subject to the conditions and limitations set out in this warranty below, Laminex Group Limited ABN 98 004 093 092 trading as The Laminex Group warrants to the original purchaser of any Trade Essentials® Particleboard Flooring 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 any Trade Essentials Particleboard Flooring product without charge if it is defective directly as a result of its manufacture or supply by The Laminex Group or the materials used in its 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 of purchase of the product concerned from The Laminex Group.
- This warranty does not cover any defect caused by:
  - any natural occurrence, or any other act or circumstance beyond The Laminex Group's control; or
  - failure to follow any procedures recommended by The Laminex Group, at the time of fabrication and installation, for the fabrication and installation of a Trade Essentials Particleboard Flooring product; or
  - physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces; or
  - general fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or
  - the product being used in applications that are not recommended by The Laminex Group; or
  - faulty workmanship by any person other than The Laminex Group; or
  - variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations.This 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 a close a type or colour match as is possible from The Laminex Group's then prevailing stock range; or
  - where the defect has been disclosed as a feature or limitation of the Trade Essentials Particleboard Flooring product in any literature published by The Laminex Group; or
  - outdoor application.
- This warranty applies only to Trade Essentials Particleboard Flooring products:
  - Purchased from The Laminex Group after 1st July 1994 for interior residential or commercial use in Australia;
  - That has remained installed at the location at which it was first installed after its sale by The Laminex Group;
  - Which has been installed, maintained, used and protected in the manner recommended by The Laminex Group, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the Trade Essentials Particleboard Flooring product, a copy of which may be obtained, free of charge, at the point of purchase or 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 Trade Essentials Particleboard Flooring 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 Trade Essentials Particleboard Flooring product (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 Trade Essentials Particleboard Flooring 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.
  - 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 Trade Essentials Particleboard Flooring 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 Trade Essentials Particleboard Flooring product 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 the Trade Essentials Particleboard Flooring product.
- Where any applicable legislation implies any term, condition or warranty into the contract of sale between The Laminex Group and a person, or The Laminex Group's relationship with a person, which has acquired a Trade Essentials Particleboard Flooring 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, 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, 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 that legislation including, where so permitted:
  - If the breach related to a Trade Essentials Particleboard Flooring product:
    - The replacement of the Trade Essentials Particleboard Flooring product or the supply of equivalent product;
    - The repair of the Trade Essentials Particleboard Flooring product;
    - The payment of the cost of replacing the Trade Essentials Particleboard Flooring product or acquiring equivalent product; or
    - The payment of the cost of having the Trade Essentials Particleboard Flooring product repaired; and
  - If the breach relates to services:
    - The supplying of the services again; or
    - The payment of the cost of having the services supplied again.
- 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 the Trade Essentials Particleboard Flooring product.
- This warranty is not transferable or assignable.
- Any inquiries regarding this warranty should be sent to Trade Essentials Particleboard Flooring 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 Trade Essentials Particleboard Flooring product was purchased and amount you paid for it. Please also provide a copy of your proof of purchase
  - If the Trade Essentials Particleboard Flooring 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 Trade Essentials Particleboard Flooring product (including any quotes you have obtained verifying the labour charges)
  - Description of how the Trade Essentials Particleboard Flooring 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 The Laminex Group may need to remove a sample of the installed Trade Essentials Particleboard Flooring product for testing.

Trade Essentials Particleboard is marketed and distributed by The Laminex Group, a division of Laminex Group Pty Limited ABN 98 004 093 092. Trade Essentials®

THE laminex GROUP

**Return this original warranty form to Trade Essentials® Particleboard Flooring 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 Trade Essentials Particleboard Flooring was purchased: \_\_\_\_\_

Address where Trade Essentials Particleboard Flooring is installed: \_\_\_\_\_

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

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

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

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