

Laminex New Zealand™ (a division of Fletcher Building Products Limited) (“Distributor”) confirms the terms and conditions of the Seratone® 15 Year Limited Warranty as set out in this document (the “Warranty”) in respect of the Seratone® supplied by the Distributor to you.

Subject to the conditions and limitations set out in this warranty below, when stored, handled, installed and maintained in accordance with the Seratone® Technical Information that is current at the time of installation, Seratone® will meet the durability requirements of the New Zealand Building Code (NZBC) B2/AS1 and has a serviceable life of at least 15 years in wet areas and 5 years in all other internal applications.

If you have any questions, or in the unlikely event of a problem with Seratone®, please contact Laminex New Zealand™ Customer Services. Details are available at the bottom of this document.

Seratone® Technical Information is available online at laminex.co.nz or by contacting Laminex New Zealand™ on 0800 303 606.

Terms and conditions

1. This warranty applies to the full range of Seratone® products supplied by Laminex New Zealand™ (subject to any exceptions noted in Laminex New Zealand™ literature) and used in interior applications subject to the terms and conditions of this warranty.
2. This warranty does not cover damage caused by:
 - a) Any act of God, any natural occurrence or any other circumstance beyond Laminex New Zealand’s control; or
 - b) Application design or installation in any respect, or the failure to follow any procedures or guidance (if any) that may be issued in Seratone® Technical Information made available by Laminex New Zealand™, or best industry practices for the fabrication and installation of products in the nature of the Seratone® products (including, but not limited to, incorrect substrate preparation, or use of incorrect adhesives, or incorrect application of adhesives); or
 - c) Failure to follow the maintenance and cleaning guide for Seratone®, as set out in Seratone® Technical Information made available by Laminex New Zealand™; or
 - d) Physical abuse, misuse, accidents, impacts, incorrect handling, wear and tear, improper maintenance; or
 - e) Failure of any adhesive, grout, caulk, sealant or other accessory, or failure of any caulked or filled joint or seams; or
 - f) Events directly or indirectly attributable to the underlying substrate or structure, including building framing, building substructure or anchoring systems, or failure of any substrate or application design flaws, overloading of substrate, building movement, or any consequential or indirect loss or damage caused or contributed to by any defect; or
 - g) The product being used in applications not expressly recommended in Seratone® Technical Information made available by Laminex New Zealand™; or
 - h) Any Seratone® product that is not installed by an appropriately trained and skilled person; or
 - i) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations; or
 - j) Any exterior use or application;
 - k) Where the defect is trivial or insubstantial; or
 - l) 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.
3. Subject to the terms of this warranty, this warranty applies only to Seratone® products:
 - a) Which have not been moved from their original place of installation;
 - b) Which have been used in an internal application;
 - c) Which have been fabricated or installed by a business which has been supplied with such Seratone® products by Laminex New Zealand™ directly, or indirectly through Laminex New Zealand’s re-seller network.
 - d) Which have been fabricated, installed, maintained, cleaned, used and protected in the manner set out in Seratone® Technical Information made available by Laminex New Zealand™ concerning those products; and
 - e) Where Laminex New Zealand™ has been notified of the defect within seven days of the first person to become aware of it, or within seven days of such time as the defect ought reasonably to have been identified (whichever is earlier).
4. Subject to the terms of this warranty, Laminex New Zealand™ will, at its option, repair or replace the product free of charge. A replacement product from Laminex New Zealand™ may not be available in the same colour or shape as the original Seratone® product covered by this warranty. If a replacement product from Laminex New Zealand™ of the same colour or shape is not reasonably available, Laminex New Zealand™ reserves the right to provide a replacement product of as close a shape and colour match as is reasonably possible from Laminex New Zealand’s then prevailing stock range in satisfaction of its obligations under this warranty.
5. This warranty does not cover costs or losses relating to:
 - a) Removal of products or system
 - b) Installation of new substitute products or system
 - c) Restoration work
 - d) Any other direct or indirect, or consequential costs, losses, expenses or loss of earnings.

6. Other than as provided in these terms, Laminex New Zealand™ will have no liability to a claimant (whether in statute, contract, tort, or otherwise at law or in equity) in respect of any defects in the product or for any loss, damage, costs or expenses caused by the product or defects in the product, provided that nothing in this paragraph 6 or otherwise in these terms excludes or modifies any legal rights you may have, including rights under the Consumer Guarantees Act 1993 (as applicable). This warranty should therefore not be read as exhaustive statement of the rights of the original end user or any other person.
7. This warranty is not transferable or assignable.

Laminex New Zealand™
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