

Australian Lifestyle Furniture Laminex® Compact Laminates & Trade Essentials® V-Lite Foamed PVC Interior Cabinet Carcass Panels product 10-year warranty

Warranty

1. Subject to the conditions and limitations set out in this warranty below, Australian Lifestyle Furniture warrants to the original purchaser of any Laminex Compact Laminates & Trade Essentials® V-Lite Foamed PVC Interior Cabinet Carcass Panels product for interior residential, covered outdoor residential or commercial use who is a “consumer” as defined in section 3 of the Australian Consumer Law that Australian Lifestyle Furniture will at its option, repair or replace any Laminex Compact Laminates product without charge if it is defective directly as a result of its manufacture or supply by Australian Lifestyle Furniture or the materials used in its manufacture by Australian Lifestyle Furniture during the first 10 years after initial purchase (proof of purchase will be required). Subject to paragraph 8, this obligation terminates at the expiration of 10 years from the date of purchase of the product concerned from Australian Lifestyle Furniture.

2. In this warranty, “Laminex® Compact Laminates product” means Laminex Multipurpose Compact Laminate, Laminex XR Grade Compact Laminate, Laminex Laboratory Compact Laminate and Trade Essentials® V-Lite Foamed PVC Interior Cabinet Carcass Panels purchased via one of its authorised retailers.

3. This warranty does not cover any defect caused by:

a) any natural occurrence, or any other act or circumstance beyond Australian Lifestyle Furniture’s control; or

b) failure to follow any procedures recommended by Australian Lifestyle Furniture, at the time of fabrication and installation, for the fabrication and installation of a Laminex Compact Laminates product; or

c) transport and handling, 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

d) general fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or

e) the product being used in applications that are not recommended by Australian Lifestyle Furniture; or

f) faulty workmanship by any person other than Australian Lifestyle Furniture; or

g) variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations.

This 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 Australian Lifestyle Furniture, the type or colour of the alleged defective product no longer forms part of Australian Lifestyle Furniture'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 Australian Lifestyle Furniture's then prevailing stock range; or

j) where the defect has been disclosed as a feature or limitation of the Laminex Compact Laminates product in any literature published by Australian Lifestyle Furniture; or

k) full open outdoor application.

4. This warranty applies only to Laminex Compact Laminates products:

a) Purchased from Australian Lifestyle Furniture's authorised retailers after 1 July 2017 for or commercial use in Australia;

b) That has remained installed at the location at which it was first installed after its sale by Australian Lifestyle Furniture's authorised retailers;

c) Which has been installed, maintained, used and protected in the manner recommended by Australian Lifestyle Furniture, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the Laminex Compact Laminates product, a copy of which may be obtained, free of charge, at the point of purchase or by emailing directly to QA@australianlifestylefurniture.com.au

d) Where Australian Lifestyle Furniture has been notified of the defect within seven days of the first person to become aware of it.

5. Costs of claiming:

a) Australian Lifestyle Furniture will bear the expense of the reasonable labour charges which are necessary for the repair or replacement of the Laminex Compact Laminates 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 Compact Laminates product (including any quotes you have obtained verifying the labour charges).

b) If Australian Lifestyle Furniture considers that you have incurred or will incur reasonable labour charges which are necessary for the repair or replacement of the Laminex Compact Laminates 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.

c) Subject to a), the person claiming the warranty will bear all other expenses of claiming the warranty.

6. A replacement product may not be reasonably available from Australian Lifestyle Furniture in the same shape, type or colour as the original Laminex Compact Laminates product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Australian Lifestyle Furniture reserves the right to provide a replacement product of as close a shape, type and colour

match as is reasonably possible from Australian Lifestyle Furniture's then prevailing product range in satisfaction of its obligations under this warranty.

7. Except as expressly provided in paragraphs 9 and 10, all terms, conditions, warranties, under takings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Laminex Compact Laminates product are excluded. Without limiting the generality of the preceding sentence, Australian Lifestyle Furniture 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 Laminex Compact Laminates product.

8. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Australian Lifestyle Furniture and a person, or Australian Lifestyle Furniture's relationship with a person, which has acquired a Laminex Compact Laminates product, or otherwise gives that person a particular remedy against Australian Lifestyle Furniture, 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, Australian Lifestyle Furniture's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at Australian Lifestyle Furniture's option, in any one or more of the ways permitted by that legislation including, where so permitted:

a) If the breach related to a Laminex Compact Laminates product:

i. The replacement of the Laminex Compact Laminates product or the supply of equivalent product;

ii. The repair of the Laminex Compact Laminates product;

iii. The payment of the cost of replacing the Laminex Compact Laminates product or acquiring equivalent product; or

iv. The payment of the cost of having the Laminex Compact Laminates product 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.

9. 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.

10. 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.

11. This warranty does not cover any other product used or installed in connection with the Laminex Compact Laminates product.

12. This warranty is not transferable or assignable.

14. To claim this warranty, please send the following written details to your retailer or; QA@australianlifestylefurniture.com.au

- Your name, address and telephone number
- Place where the Laminex Compact Laminates product was purchased

Please also provide a copy of your proof of purchase

- If the Laminex Compact Laminates 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 Compact Laminates product (including any quotes you have obtained verifying the labour charges)
- Description of how the Laminex Compact Laminates 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, Australian Lifestyle Furniture may need to remove a sample of the installed Laminex Compact Laminates product for testing