

Aquabon[®]

Warranty

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THE laminex GROUP[™]

Trade Essentials® Aquaban®

1. Subject to the conditions and limitations set out in this warranty below, Laminex Group Pty Limited ABN 98 004 093 092 trading as The Laminex Group, warrants to the original purchaser of any **Trade Essentials® Aquaban®** for interior residential or commercial use that it will, at its option, repair or replace any **Trade Essentials Aquaban** without charge if it is defective directly as a result of its manufacture by The Laminex Group or the materials used in its manufacture by The Laminex Group, during the first 7 years after 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.
2. This warranty does not cover any damage or defect:
 - a) any act of God, any natural occurrence or any other circumstance beyond The Laminex Group's control; or
 - b) failure to follow any procedures recommended by The Laminex Group, at the time of fabrication and installation, for the fabrication and installation of **Trade Essentials Aquaban**; 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 (exposure to sunlight should be avoided); or
 - e) the product being used in applications that are not recommended by The Laminex Group in the product literature published; or
 - f) where the defect has been caused by faulty workmanship by any person other than The Laminex Group; 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 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 as close a type or colour match as is possible from The Laminex Group's then prevailing stock range; or
 - j) anything that has been disclosed as a feature or limitation of **Trade Essentials Aquaban** in any literature published by The Laminex Group; or
 - k) outdoor application.
3. This warranty applies only to **Trade Essentials Aquaban**:
 - a) purchased from The Laminex Group after 1 July 1994 for interior residential or commercial use in Australia;
 - b) that has remained installed at the location at which it was first installed after its sale by The Laminex Group;
 - c) 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 **Trade Essentials Aquaban**, 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; and

**7 Year
Limited
Warranty**

- d) where The Laminex Group 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 **Trade Essentials Aquaban** covered by this warranty.
5. A replacement product may not be reasonably available in the same type or colour as the original **Trade Essentials Aquaban** covered by this warranty. If a replacement product of the same type or colour is not reasonably available, The Laminex Group reserves the right to provide a replacement product of as close a type or colour match as is reasonably possible from The Laminex Group'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 **Trade Essentials Aquaban** 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 **Trade Essentials Aquaban**.
7. 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 **Trade Essentials Aquaban**, or otherwise gives that person a particular remedy against The Laminex Group, and that legislation or any legislation voids or prohibits any provisions excluding or modifying the application of, or the 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:
 - a) If the breach related to **Trade Essentials Aquaban**:
 - i. The replacement of **Trade Essentials Aquaban** or the supply of equivalent product;
 - ii. The repair of **Trade Essentials Aquaban**;
 - iii. The payment of the cost of replacing **Trade Essentials Aquaban** or acquiring equivalent product; or
 - iv. The payment of the cost of having **Trade Essentials Aquaban** 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. Please note that the law may confer on persons rights arising out of the supply of **Trade Essentials Aquaban**. This warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person.
9. This warranty does not cover any other product used or installed in connection with **Trade Essentials Aquaban** product.
10. This warranty is not transferable or assignable.
11. All **Trade Essentials Aquaban** Warranties should be addressed to The Laminex Group, P.O. Box 407, Doncaster, Vic. 3108. Any questions regarding this warranty should also be sent to this address.

The Laminex Group. A division of Laminex Group Pty Limited A.B.N. 98 004 093 092. Laminex is marketed, distributed and manufactured by The Laminex Group. **Trade Essentials®, Aquaban®**

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Return this original warranty form to Trade Essentials® Aquaban® Warranties, The Laminex Group, PO Box 407, Doncaster Vic 3108 to ensure your warranty is registered. Remember to retain your proof of purchase.

Name: _____

Place where Trade Essentials® Aquaban® was purchased: _____

Address where Trade Essentials® Aquaban® is installed: _____

Date installed: _____

Installed by: _____

Date: _____ Signed: _____

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