

Warranty

7 Year Limited Warranty for Duropal® Quadra Worktops and High Pressure Laminates

1. Subject to the conditions and limitations set out in this warranty below, Pfleiderer warrants to the original purchaser of any DUROPAL LAMINATES Product for interior residential or interior commercial use that Pfleiderer will at its option, repair or replace any DUROPAL LAMINATES Product without charge if it is defective directly as a result of its manufacture or supply by Pfleiderer or the materials used in its manufacture by Pfleiderer during the first seven years after 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 Pfleiderer.

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

- a) Any act of God, any natural occurrence, or any other act or circumstance beyond Pfleiderers control; or
- b) Failure to follow any procedures recommended by Pfleiderer, at the time of fabrication, sale and/or installation for the installation of a DUROPAL LAMINATES Product; 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 Pfleiderer in the product literature published; or
- f) Where the defect has been caused by faulty workmanship by any person other than Pfleiderer; or
- g) Variation in colour, pattern, shade of material against the sample material, displays 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 Pfleiderer, the type or colour of the alleged defective product no longer forms part of Pfleiderer'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 Pfleiderer's then prevailing stock range; or
- j) Anything that has been disclosed as a feature or limitation of the DUROPAL LAMINATES Product in any literature published by Pfleiderer; or
- k) Outdoor application.

3. This warranty applies only to DUROPAL LAMINATES Products:

- a) Purchased from recognised HPL fabricator; or Pfleiderer approved distributor; or their agent for interior residential or interior commercial use in Australia;
- b) That has remained installed at the location at which it was first installed;
- c) Which has been installed, maintained, used and protected in the manner recommended by Pfleiderer, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the DUROPAL LAMINATES Product, as per the Cleaning and Care guide document with the warranty or available from www.duropal.com.au; and
- d) The Duropal distributor has been notified of the defect within five working 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 DUROPAL LAMINATES Product covered by this warranty.

5. A replacement product may not be reasonably available from Pfleiderer in the same shape, type or colour as the original DUROPAL

LAMINATES Product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Pfleiderer reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Pfleiderers 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 DUROPAL LAMINATES Product are excluded. Without limiting the generality of the preceding sentence, Pfleiderer 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 DUROPAL LAMINATES Product.

7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Pfleiderer and a person, or Pfleiderer's relationship with a person, which has acquired a DUROPAL LAMINATES Product, or otherwise gives that person a particular remedy against Pfleiderer, 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, Pfleiderer's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at Pfleiderers option, in any one or more of the ways permitted by that legislation including, where so permitted:

- a) If the breach related to a DUROPAL LAMINATES Product:
 - i. The replacement of the DUROPAL LAMINATES Product or the supply of equivalent product;
 - ii. The repair of the DUROPAL LAMINATES Product;
 - iii. The payment of the cost of replacing the DUROPAL LAMINATES Product or acquiring equivalent product; or
 - iv. The payment of the cost of having the DUROPAL 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.

8. The provisions of this warranty shall apply in addition to and not in substitution for Pfleiderer Conditions of Sale.

9. Please note that the law may confer on persons rights arising out of the supply of a DUROPAL LAMINATES Product. 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 Trade Practices Act 1974, may have under that Act.

10. This warranty does not cover any other product used or installed in connection with the DUROPAL LAMINATES Product.

11. This warranty is not transferable or assignable.

12. Any inquiries regarding this warranty should be sent to The appropriate state distributor.