

PRODUCT WARRANTY: HIGH PRESSURE LAMINATES

(of thickness less than 2mm, intended for bonding to supporting substrates)

ABET Pty Limited ACN 003 656 648 (**ABET**) imports and distributes High Pressure Laminate products manufactured by ABET LAMINATI (**Manufacturer**), an Italian based company associated with ABET.

ABET is pleased to offer the following warranty to any person or entity who buys products directly from ABET or from one of its authorised resellers (**Buyer**).

- 1) In this warranty, **Products** mean High Pressure Laminates, designed for use in interior applications only, and manufactured in accordance with the European Standard EN 438-2005, Parts 1 to 3, of thickness less than 2mm, intended for bonding to supporting substrates.
- 2) The characteristics of the Products are those set out in the relevant manufacturing standards and complemented by the Manufacturer's literature, Product Disclosure Statements and/or Technical Informative Sheets published from time to time on the Manufacturer's website www.abet-laminati.it, or provided by ABET.
- 3) This warranty applies only to Products purchased directly from ABET or from one of its authorised resellers after the 16th May 2011 and which have remained installed at the location at which they were first installed.
- 4) During the period of ten years from the date of purchase of the Products from ABET (or any authorised reseller) by the Buyer, ABET will (at its sole option):
 - a) replace or repair, without charge, any Products that are defective as a result of manufacture or supply; or
 - b) refund the Buyer the original purchase price paid to ABET or the authorised reseller for any Products that are defective as a result of manufacture or supply,

but only if the defects are not trivial or insubstantial and do not arise in connection with:

- a) improper installation, use or care of the Products, including any fabrication, use, installation or care of the Products inconsistent with:
 - i) best industry practice in relation to fabrication of products similar in nature to the Products; or
 - ii) specifications, instructions or recommendations for the Products, made available by ABET from <http://www.abet.com.au> or the Manufacturer from <http://www.abet-laminati.it> or otherwise on written request from ABET;
- b) the use of accessories which were not manufactured or approved in writing by ABET;
- c) any modification of the Products which was not authorised in writing by ABET;
- d) any misuse of the Products by the Buyer or anyone else other than ABET;
- e) inadequate or improper maintenance of the Products;
- f) normal 'wear and tear' of the Products, including any damage to the product caused by abrasion, scuffing, scratching or cuts;
- g) the Products having been exposed to direct sunlight, in which case the Products may suffer fading or discolouration;
- h) any damage to the Products arising from the Products having been exposed to excessive heat or moisture;

- i) any variations in colour, pattern or shade when compared to a sample, display or printed illustration;
 - j) any use of the Products outdoors or in a situation subject to weather conditions;
 - k) the Products having been exposed to chemical products or use of inappropriate cleaning compounds, devices or methods;
 - l) any defects that are the result of a feature or limitation of the Products disclosed in any literature published by ABET or the Manufacturer; or
 - m) any damage to the Products caused by acts of God, natural occurrences or any other matter beyond the control of ABET.
- 5) The above warranty is provided only to the original purchaser and is not transferrable or assignable and will only apply if the Buyer:
- a) has registered its purchase by completing the form below and returning it to ABET with proof of purchase, retaining a copy for the Buyer's own records;
 - b) makes a written claim to ABET under the warranty, including a copy of the relevant warranty registration form within a reasonable period, but no later than 30 days after the defect in the Products would have become apparent to a reasonable person; and
 - c) ensures that the Products are made available for inspection and testing by ABET or its authorised representatives or consultants.
- 6) If replacement products are not reasonably available from ABET in the same shape, type or colour as the original Products covered by the warranty, then ABET may provide replacement products of as close a shape, type and colour match as reasonably possible from ABET's then prevailing product range stocked in Australia in satisfaction of its obligations under the above warranty.
- 7) All transportation charges incurred in returning Products, or any of their components or parts, for repair under this warranty, together with the cost of returning them to the Buyer, must be paid by the Buyer.
- 8) This warranty does not apply to any Products on which any attempt to repair the Products by any person acting without the written authority of ABET has been made.
- 9) Apart from the above warranty and any guarantees in relation to the Products conferred by the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law in schedule 2 to that Act) or warranties or conditions implied by Part 6 of the *Sale of Goods Act 1923* (NSW) (or both), all terms, conditions, undertakings and representations, express or implied, written or oral, and whether arising by virtue of statute or otherwise, are excluded. To the extent permitted by law;
- a) ABET's liability to the Buyer in connection with the Products is limited to this warranty; and
 - b) ABET is not (whether by virtue of the above warranty or otherwise) liable for (and the Buyer releases ABET from) any liability for any loss of revenue, loss of profit, loss of custom, loss of goodwill, loss of overhead recovery, loss of business opportunity, loss of the use of money, loss of use of property, loss of contract, loss of production, loss or payment of financing charges or cost recovery, opportunity cost, payment of liquidated sums and payment of damages (whether under any other agreement or otherwise) directly or indirectly suffered by the Buyer or any other person or entity in relation to the Products and any defect in the Products.

WARRANTY REGISTRATION FORM

To ensure your warranty is registered, you must complete return this form to:

The Warranty Manager
ABET Pty Limited
PO Box 663
Blacktown NSW 2148

Name	
Company from which ABET LAMINATI Products were purchased	
Address where ABET LAMINATI Products are installed	
Date Installed	
Installed by	
Date Warranty Form lodged	
Proof of Purchase Documents attached	
Signature	