

HALIFAX VOGEL GROUP PTY LTD (ACN 104 808 853)
AR + LAMINATE WARRANTY

HALIFAX VOGEL GROUP PTY LTD (ACN 104 808 853) ("Halifax Vogel") as importer and distributor of the Creastyle AR +Range of High Pressure Laminates ("Product"), hereby warrants (subject to the exclusions, limitations and conditions set out below) to the consumer ("Consumer") of the Product purchased directly from Halifax Vogel or indirectly from an authorised reseller that the Product shall be free from manufacturing defects in materials or workmanship for a period of **7 YEARS** from the date of original purchase of the Product from Halifax Vogel or from an authorised reseller (as the case may be). Subject to the below mentioned exclusions, limitations and conditions, the obligations of Halifax Vogel under this warranty shall be limited to either of the following (at Halifax Vogel's sole option):

- To without charge repair or replace the defective Product (or the defective parts thereof) and to reinstall the repaired or replaced Product (or to pay the reasonable costs of installation);

OR

- To refund the Consumer the original purchase price paid to Halifax Vogel or to its approved reseller for the defective Product,

AND such repair, replacement or refund shall constitute fulfilment of all of Halifax Vogel's obligations under this warranty. To the extent permitted by law Halifax Vogel will not, whether by virtue of this warranty or otherwise, be liable for and hereby disclaims any liability for any incidental, economic or consequential loss, expenditure or damage, directly or indirectly suffered by the Consumer or any other person in respect to any defect in the Product.

Warranty Conditions, Exclusions and Limitations

1. The Product is designed for use in interior applications only, including but not limited to bench tops, countertops and vanity tops. Accordingly the warranty will not apply and is voided if the Product is used outdoors or in a situation where it is subject to weather conditions.
2. The warranty will not apply and is voided if the Product has been fabricated, installed, used or cared for in any improper manner or otherwise contrary to any specifications, instructions or recommendations in Halifax Vogels's literature [copies may be obtained free of charge from the Halifax Vogel website www.halifaxvogel.com.au];
3. Although the Product offers superior abrasion and scuff resistance, it is not scratch proof and use of items such as, but not limited to, knives, keys or ceramic/terracotta objects may damage the surface. The warranty does not apply to any damage to the Product caused by abrasion, scuffing, scratching or cuts.

4. The Product may suffer fading and discolouration if exposed to direct sunlight and may be damaged by excessive heat, excessive moisture and inappropriate cleaning compounds or cleaning objects. The warranty does not apply to fading, discolouration or damage suffered through these causes.
5. The warranty does not apply to any Product moved from its original place of installation.
6. The warranty does not apply to damage to the Product as a result of any act or circumstance beyond the control of Halifax Vogel.
7. The warranty does not apply where the defect is trivial or insubstantial.
8. Where, as at the date of notification of the defect to Halifax Vogel, the type and colour of the alleged defective Product no longer forms part of the Halifax Vogel's standard stock range Halifax Vogel reserves the right to provide the replacement Product in a colour or option which is as close a match to the original as is reasonably possible from the product standard range then stocked by Halifax Vogel.
9. The warranty does not cover any of the products used or installed in conjunction with the Product.
10. The warranty does not apply and is voided if any attempt is made to repair or modify the Product in any way by any person without the prior written authority of Halifax Vogel.
11. This warranty is not transferable or assignable and is given only to the first user of the Product following sale by Halifax Vogel or its authorised re-seller.
12. Any claim under the warranty will not be recognised or accepted and the warranty does not apply if:-
 - the claim is not supported by proof of the purchase of the Product from Halifax Vogel or from an authorised reseller within seven (7) years prior to the date of the claim;
 - the claim is not made in writing and sent to Halifax Vogel at 29 Henderson Street, Turrella NSW 2205 marked to the attention of "Business Manager – Building Products" within a reasonable period after the defect in the Product would have become apparent to a reasonable person; and
 - the Product alleged to be defective is not made available for inspection and testing by Halifax Vogel or its authorised representatives or consultants.
13. Nothing contained in this warranty overrides, excludes, restricts or modifies or shall be taken as overriding, excluding, restricting or modifying the provisions of any statute of the Commonwealth or any State or Territory which, by law, cannot be overridden, excluded, restricted or modified.