

# Modulo Panel Finished Navurban™ Panels

## 7 Year Limited Warranty

### 1. Subject to the conditions and limitations set out in this warranty below:

Modulo Panel Pty Ltd ABN 66 640 330 598 warrants to the original purchaser of any Modulo Panel Finished Navurban™ Panels for interior residential or commercial use who is a "consumer" as defined in section 3 of the Australian Consumer Law that Modulo Panel will at its option, repair or replace any Modulo Panel Finished Navurban™ Panels without charge if it is defective directly as a result of its manufacture or supply by Modulo Panel or the materials used in its manufacture by Modulo Panel during the first 7 years after initial 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 Modulo Panel.

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

- Any natural occurrence, or any other act or circumstance beyond Modulo Panels control; or
- Failure to follow any procedures recommended by Modulo Panel, at the time of fabrication and installation, for the fabrication and installation of Modulo Panel Finished Navurban™ Panels; or
- Damage caused during installation. Panel saws or table saws may be used to cut Modulo Panel Finish Navurban™ Panels. Routers for trimming edges must have a smooth, clean base plate, so that the surface will not be scratched. Use carbide-tipped bits with ball bearing guide rolls. Keep all bits sharp. Drilling into Modulo Panel Finished Navurban™ Panels may be done with standard wood bits or with router bits. For a final edge finishing use a flat smooth or fine file.
- Physical abuse, misuse, vandalism, 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
- General fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or
- The product being used in applications that are not recommended by Modulo Panel; or
- Faulty workmanship by any person other than Modulo Panel; or
- Variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations.

### This warranty also does not cover:

- Where the defect is trivial or insubstantial; or
- Where, as the date of notification of the defect to Modulo Panel, the type or colour of the alleged defective product no longer forms part of the Modulo Panel standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is a close type or colour match as is possible from Modulo Panel then prevailing stock range; or
- Where the defect has been disclosed as a feature or limitation of the Modulo Panel or New Age Veneers Finished Navurban™ Panels in any literature published by Modulo Panel or New Age Veneers; or
- Outdoor application.

### 3. This Warranty applies only to Modulo Panel Finished Navurban™ Panels:

- Purchased from Modulo Panel after 1st November 2020 for interior residential or commercial use in Australia;
- That have remained installed at the location at which it was first installed after its sale by Modulo Panel;

c) Which have been installed, maintained, used and protected in the manner recommended by Modulo Panel, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the Modulo Panel Finished Navurban™ Panels, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Modulo Panel at the address given below;

d) Where Modulo Panel has been notified of the defect within seven days of the first person to become aware of it.

4. A replacement product may not be reasonably available from Modulo Panel in the same shape, type or colour as the original Modulo Panel Finished Navurban™ Panels covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Modulo Panel reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Modulo Panel then prevailing product range in satisfaction of its obligations under this warranty.

5. Except as expressly provided in paragraphs 8 and 9, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Modulo Panel Finished Navurban™ Panels are excluded. Without limiting the generality of the preceding sentence, Modulo Panel 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 Modulo Panel Finished Navurban™ Panels.

6. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Modulo Panel and a person, or Modulo Panel's relationship with a person, which has acquired Modulo Panel Finished Navurban™ Panels, or otherwise gives that person a particular remedy against Modulo Panel, 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, Modulo Panel's liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at Modulo Panel'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 Modulo Panel Finished Navurban™ Panels:

- The replacement of Modulo Panel Finished Navurban™ Panels or the supply of equivalent product;

7. 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.

8. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

9. This warranty does not cover any other product used or installed in connection with the Modulo Panel Finished Navurban™ Panels.

10. This warranty is not transferable or assignable.

11. Any enquiries regarding this warranty should be sent to Modulo Panel Finished Navurban™ Panels Warranties, Modulo Panel, PO Box 2783, Taren Point, NSW, 2229. Enquiries can also be made by calling **(02) 9521 7200** or emailing **info@modulopanel.com.au**. Please provide description of how the Modulo Panel Finished Navurban™ Panels product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).