

# NAVURBAN ELEMENTS™

## 7 YEAR LIMITED WARRANTY

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

New Age Veneers Pty Ltd ABN 85 002 707 502 warrants to the original purchaser of any New Age Veneers Finished Navurban Elements™ Panels for interior residential or commercial use who is a "consumer" as defined in section 3 of the Australian Consumer Law that New Age Veneers will at its option, repair or replace any New Age Veneers Finished Navurban Elements™ Panels without charge if it is defective directly as a result of its manufacture or supply by New Age Veneers or the materials used in its manufacture by New Age Veneers 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 New Age Veneers.

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

- a) Any natural occurrence, or any other act or circumstance beyond New Age Veneers control; or
- b) Failure to follow any procedures recommended by New Age Veneers, at the time of fabrication and installation, for the fabrication and installation of New Age Veneers Finished Navurban Elements™ Panels; or
- c) Refer specification page under "Fabrication"
- d) 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
- e) General fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided); or
- f) The product being used in applications that are not recommended by New Age Veneers; or
- g) Faulty workmanship by any person other than New Age Veneers; or
- h) Variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations.

### This warranty also does not cover:

- i) Where the defect is trivial or insubstantial; or
- j) Where, as the date of notification of the defect to New Age Veneers, the type or colour of the alleged defective product no longer forms part of the New Age Veneers' 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 New Age Veneers' then prevailing stock range; or
- k) Where the defect has been disclosed as a feature or limitation of the New Age Veneers Finished Navurban Elements™ Panels in any literature published by New Age Veneers; or
- l) Outdoor application.

### 3. This Warranty applies only to New Age Veneers Finished Navurban Elements™ Panels:

- a) Purchased from New Age Veneers after 1st June 2015 for interior residential or commercial use in Australia;
- b) That have remained installed at the location at which it was first installed after its sale by New Age Veneers;
- c) Which have been installed, maintained, used and protected in the manner recommended by New Age Veneers, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the New Age Veneers Finished Navurban Elements™ Panels, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to New Age Veneers at the address given below;
- d) Where New Age Veneers 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 New Age Veneers in the same shape, type or colour as the original New Age Veneers Finished Navurban Elements™ Panels covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, New Age Veneers reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from New Age Veneers 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 New Age Veneers Finished Navurban Elements™ Panels are excluded. Without limiting the generality of the preceding sentence, New Age Veneers 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 New Age Veneers Finished Navurban Elements™ Panels.

6. Where any applicable legislation implies any term, condition or warranty into the contract of sale between New Age Veneers and a person, or New Age Veneers' relationship with a person, which has acquired New Age Veneers Finished Navurban Elements™ Panels, or otherwise gives that person a particular remedy against New Age Veneers, 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, New Age Veneers' liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at New Age Veneers' option, in any one or more of the ways permitted by that legislation including, where so permitted:

#### a) If the breach related to a New Age Veneers Finished Navurban Elements™ Panels:

- i. The replacement of New Age Veneers Finished Navurban Elements™ 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 New Age Veneers Finished Navurban™ Elements Panels.

10. This warranty is not transferable or assignable.

11. Any enquiries regarding this warranty should be sent to New Age Veneers Finished Navurban Elements™ Panels Warranties, New Age Veneers, Unit 11/22-24 Beaumont Rd, Mount Kuring-Gai, NSW, 2080.

Enquiries can also be made by calling (02) 9457 9622 or emailing [reception@newageveneers.com.au](mailto:reception@newageveneers.com.au). Please provide description of how the New Age Veneers Finished Navurban Elements™ Panels product is defective and when you found out that it was defective. *Please also provide any photographs taken of the defect(s).*