

WARRANTY

NAVSHAKER™

7 YEAR LIMITED WARRANTY

1. Subject to the conditions and limitations set out in this warranty against defects document below:

New Age Veneers Pty Ltd ABN 85 002 707 502 warrants to the original purchaser of any New Age Veneers NAVSHAKER™ Rails 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 NAVSHAKER™ Rails 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 from the date of purchase (proof of purchase will be required). Subject to paragraph 7, this obligation terminates at the expiration of 7 years from the date of original purchase.

2. New Age Veneers will not be liable for any claim made under this warranty against defects in respect of any New Age Veneers NAVSHAKER™ Rails if the defect is contributed to or caused by:

- Any natural occurrence, or any other act or circumstance beyond New Age Veneers' control;
- Failure to follow any procedures recommended by New Age Veneers for the fabrication and installation of New Age Veneers NAVSHAKER™ Rails;
- Refer specification page under “Fabrication”
- Abuse, misuse, vandalism, accidents, neglect, exposure to excessive heat, exposure to excessive moisture or humidity, 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 coloured surfaces;
- Direct or indirect light exposure (exposure to direct sunlight should be avoided) causing fading, discolouration or damage;
- The product being used in applications that are not recommended by New Age Veneers;
- Faulty workmanship by any person other than New Age Veneers; or any act or omission of any person other than New Age Veneers.

This warranty against defects also does not cover:

- If the defect is trivial or insubstantial; or
- If the type or colour of the alleged defective product no longer forms part of New Age Veneers' standard stock range and the claimant does not agree to a replacement which is a close type or colour match to the alleged defective product; or
- If the defect has been disclosed as a feature or limitation of the New Age Veneers NAVSHAKER™ Rails in any literature published by New Age Veneers;
- Any outdoor applications
- Where there is any variation in colour, pattern or shade of material against the sample material, display(s) and/or printed illustrations.

3. This Warranty against defects applies only to New Age Veneers NAVSHAKER™ Rails:

- Purchased directly from New Age Veneers for residential or commercial interior use in Australia; for the avoidance of doubt, any New Age Veneers NAVSHAKER™ Rails purchased as ‘factory seconds’, ‘discontinued stock’, ‘as is stock’ or from a different retailer is excluded from this warranty against defects;
- That have remained installed at the same location it was first installed .
- Which have been installed, maintained, used and protected in the manner recommended by New Age Veneers at all times and as set out in its published literature concerning the New Age Veneers NAVSHAKER™ Rails, 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; and
- If New Age Veneers has been notified of the defect within 7 days from when the defect was first discovered or should have been discovered by the claimant.

4. New Age Veneers will assess any warranty against defects claim and if in New Age Veneers' reasonable opinion the warranty against defects applies, New Age Veneers will, at its own option and cost arrange to:

- Provide you with the same or the closest similar New Age Veneers NAVSHAKER™ Rails;
- Repair the New Age Veneers NAVSHAKER™ Rails; or
- Refund the price originally paid for the New Age Veneers NAVSHAKER™ Rails

d) A replacement product may not be readily available from New Age Veneers in the same shape, type or colour as the original New Age Veneers NAVSHAKER™ Rails covered by this warranty against defects. If a replacement product of the same shape, type or colour is not readily 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 product range available at the time in satisfaction of its obligations under this warranty against defects. New Age Veneers reserves the right to use different New Age Veneers products and products produced by other manufacturers if a matching replacement product is not readily available.

5. Except as expressly provided in paragraphs 8 and 9 and to the extent lawful, all other terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to New Age Veneers NAVSHAKER™ Rails are excluded from and do not apply to this warranty against defects.

6. Without limiting the generality of the preceding sentence, New Age Veneers will not (to the extent lawful and subject to statutory rights mentioned below under the Australian Consumer Law) be under any other liability in respect of any claim, 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 NAVSHAKER™ Rails.

a) To the maximum extent permitted by law, the warranties expressly stated in this warranty against defects are the only warranties provided by New Age Veneers for this product. All other warranties, representations, assurances, guarantees, duties (including negligence) and promises (whether expressed or implied and whether arising under general law or statute) by New Age Veneers are excluded to the maximum extent permitted by law.

7. Please note that the benefits given by this warranty against defects are in addition to any other rights and remedies under relevant laws in relation to the goods or services to which this warranty against defects relates. This warranty against defects 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 entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. 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 against defects does not cover any other product used or installed in connection with the New Age Veneers NAVSHAKER™ Rails.

10. No agreement to replace or reinstall shall in any event act to extend the period of coverage of any warranty against defects provided.

11. Any claim under these warranties must be made within 7 days from when the defect was first discovered or should have been discovered by the claimant, and in any event by no later than the expiration of the warranty period. All claims must be made in writing and include proof of purchase and evidence the purchase date; without such proof, no warranty coverage will apply. Claims must be sent to New Age Veneers at the address stated below. All costs of claiming under these warranties are to be borne by the person making the claim. If New Age Veneers determines that your claim is invalid, New Age Veneers reserves the right to charge you for any incurred labour, materials and travel costs expenses relating to assessing the claim.

12. In no event shall New Age Veneers liability under this warranty against defects exceed the aggregate amount it actually received upon sale and installation of the defective materials at issue.

13. This warranty against defects is not transferable or assignable.

14. Any part of this warranty against defects document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of this document continue in full force.

15. Any enquiries regarding this warranty should be sent to New Age Veneers NAVSHAKER™ Rails 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. Please provide description of how the New Age Veneers NAVSHAKER™ Rails product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).