

PLYMASTERS PRODUCT WARRANTY 2023



Plymasters

Background

Subject to the conditions of this warranty set out below, Plymasters, a business unit of Plymasters LP, (the “Company”, “we”, “us”) warrants to the initial purchaser only (the “customer”, “you”) that for a specific period of years as noted in the schedule below, from the date of purchase that the melamine, laminate, acrylic and edging products sold under the Plymasters brand (each a “Product”), will be free from defects in manufacture. This warranty does not apply to any other products.

Our liability to you is limited by the warranties given to you in this document. Any condition, warranty or other implied term not expressly contained in this contract is excluded. You acknowledge that you are contracting with us for the purpose of your business, and that the provisions of the Consumer Guarantees Act 1993 will not apply.

This warranty is strictly subject to the following conditions. The customer acknowledges that failure to adhere to these conditions shall void this warranty.

Length of Warranty Schedule

Product	Use	Warranty Period	Commentary
Plywood	Outdoor Use	Three Years	This is Three Years, provided the Plywood intended specification that Plymasters sold you is for outdoor specification. This does not cover any natural dulling of the product, which could happen in circumstances beyond Plymasters control, and may be because of external influences and factors, UV rays, inadequate sealing from moisture etc.
Plywood	Indoor Use, Panelling, Cabinetry	Four Years	This is Four Years, provided the Plywood intended specification that Plymasters sold you is for indoor specification. This does not cover any natural dulling of the product, which could happen in circumstances beyond Plymasters control, and may be because of external influences and factors, UV rays, inadequate sealing from moisture etc.
Laminate on Substrate	Kitchens, Bathrooms, Indoor Panels	Four Years	This is Four Years, provided the Plywood intended specification that Plymasters sold you is for indoor specification. This does not cover any natural dulling of the product, which could happen in circumstances beyond Plymasters control, and may be because of external influences and factors, UV rays, inadequate sealing from moisture etc.

Terms

1. To claim under this warranty, the Customer must provide proof of purchase of the Product alleged to be defective and submit a written claim to the Company within 30 days after the defect would have become apparent to a reasonably diligent person (or, if the defect was apparent, or would have been apparent to a reasonably diligent person prior to installation, the claim must be made prior to installation).
2. The customer must allow the Company, within 5 working days of notification, and before installation of the claim, to promptly inspect the Product to verify the defect.
3. Unless agreed by us in writing the warranties given by us are not assignable or transferrable by you.
4. The Product must be fabricated, installed, applied and maintained strictly in accordance with the relevant Company technical literature current at the time of installation (the “Literature”) and must be installed using the components or products specified in the Literature. All other products, including coating and jointing systems, applied to or used in conjunction with the Product must be applied or installed and maintained strictly in accordance with the relevant manufacturer’s instructions and by qualified tradespeople using good trade practice.
5. The project must be designed and constructed in strict compliance with the current New Zealand Building Code and all other relevant laws, regulations and standards and commonly held good practise.
6. Where this is a breach of the warranties accepted by us in accordance with the above process, we undertake to repair, replace or alter, at our option, but free of charge except for the matters specified later in this clause, any parts of the item(s) manufactured by us which have proved defective because of faulty workmanship and/or materials.



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Terms Cont.

7. Labour costs for the repair, replacement or alteration may or may not be paid by us on a basis consistent with the scope of our contract with you.
 - a. For example, if the contract does not include installation by us, you agree to pay the costs of removal, delivery and reinstallation of the parts of the item(s) which have proved faulty.
8. For the avoidance of doubt it is agreed that we will not be liable to you, whether in contract, tort (including negligence), equity or (to the extent permissible at law) by virtue of the breach of any statutory duty or otherwise.
9. Without limiting in any way the exclusion set out in clause 9, we will not be liable to you for:
 - a. Any damage or loss sustained by you except for the costs of repairing or replacing the item(s) manufactured, supplied or installed by us to the extent provided in clause 7;
 - b. consequential, indirect or special damage or loss of any kind (including loss of profits) sustained by you whether as a result of a breach of any contract in existence between us, our faulty materials or workmanship, our failure to achieve technical performance or specifications in respect of the item(s), accidents, our failure to complete or deliver the item(s) within the time stipulated, or any other cause whatsoever;
 - c. repairs made or attempted to be made to the item(s) by you or your employees or agents, without our written permission, and any consequences arising as a result of such repairs;
 - d. fair wear and tear to the item(s);
 - e. the cost of normal maintenance and adjustments to the item(s); and
 - f. loss or damage to the item(s) arising directly or indirectly from a force majeure event.
10. Without limiting paragraph 9 above, the customer agrees that the Company will not be liable for any claims, damages or defects arising from or in any way attributable to:
 - a. Poor workmanship (by any person other than the Company);
 - b. Poor design or detailing;
 - c. Settlement or structural movement and/or movement of materials to which the Product is attached;
 - d. Physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products or normal wear and tear;
 - e. General fading and discolouration from UV exposure;
 - f. Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations;
 - g. Efflorescence or performance of paint/coatings applied to the Product;
 - h. Any modifications made to the finished products such as resizing or glueing;
 - i. Growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces);
 - j. Any act of God, including earthquakes, cyclones, floods or inclement weather, or acts of war (whether declared or not), insurrection, civil disobedience or similar, or any other matter which is beyond the Company's reasonable control;
11. This warranty also does not cover:
 - a. Defects that are trivial and/or insubstantial; and do not meet the criteria for visual defects as is allowed for by the Company in normal trading;
 - b. Anything that has been disclosed as a feature or limitation of the Product in any literature published by the Company; and
 - c. Products that are sold as seconds, or end-of-line Products.
12. This warranty only applies where the Product has remained installed at the same location where it was first installed after its sale by the Company.
13. In the event that the Company accepts a claim under this warranty, then the customer accepts that this product is a natural wood or timber product, and that variations appear, and that there may be slight colour differences between the original and replacement. Products due to the effects of weathering and variations in materials over time.



Terms Cont.

14. In the event that the claim is accepted, Plymasters reserve the right to negotiate a Pro Rata claim, if in the opinion of Plymasters that the outcome is better, and sustainable for Plymasters.
15. A replacement product may not reasonably be available from the Company in the same shape, type, design or colour as the original Product covered by this warranty. If a replacement Product of the same shape, type, design or colour is not reasonably available, then the Company may satisfy its obligations under this warranty by providing a replacement Product of a shape, type, design, or colour as close to the original Product as is reasonably practicable, from the Company's then current stock at the time of replacement or a refund for the original cost of the Product at the Company's discretion.
16. This Document is current as at 1 August 2023. Documents may be updated periodically in line with manufacturers recommendations, and new or deleted products being introduced.

All claims to be made hereunder, should be addressed in writing to:

Plymasters. P O Box 2035, Wanganui NZ.

Email: sales@plymasters.co.nz

Phone 0800 344 112

and must include the following information:

1. Your name, address and telephone number
2. Location where the Product was purchased and proof of purchase
3. If Product has been installed - the address at which it was installed, the date of installation, the name of the person and company that installed it
4. Description of how the Product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).



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