

## COLOURpyne Products Limited Warranty Terms & Conditions

### Definitions

COLOURpyne – Borg Manufacturing PTY LTD trading as COLOURpyne PTY LTD.

**Commercial** – Any application installed in a non residential premises e.g.- high traffic area such as, but not limited to a office, restaurant, bar, religious buildings, educational, private business or retail outlet.

**Warranty** – The products supplied to you will, under normal use be free from defects arising from manufacture of the product. Subject to clause 1, COLOURpyne warrants the product for a period of seven (7) years.

1. **Commercial use** – If any of the above COLOURpyne products are used in a commercial application the warranty term is for 12 months (1 year) from date of purchase.
  2. **COLOURpyne only** – This Warranty applies only to products sold by COLOURpyne or any of its approved suppliers and that have paid for in full for the product.
  3. **What COLOURpyne will do** – In the event that a claim is made and it is established to COLOURpyne's satisfaction that there is a manufacturing defect in the product in breach of the warranty, then COLOURpyne will, at its option, either repair the product at COLOURpyne's premises or on site (as elected by COLOURpyne) or provide replacement product (in a manner COLOURpyne considers reasonable).
  4. **What the warranty does not cover** – This warranty does not extend to fair wear and tear, delamination or any damage, defects or failures within the product which (in COLOURpyne's opinion) directly or indirectly arise from or are due to, but are not limited to:
    - (a) **Water damage** – Including damage from steam, excessive moisture; or
    - (b) **Heat damage** – Placing hot pans, pots or similar hot objects directly on the surface of the product, including damage consisting of cracks in and scorching of the product; or
    - (c) **Heavy weight or impact** – Placing heavy objects on the product; applying substantial weight to the product, including by standing, sitting or lying on the product; or applying excessive impact to or mishandling the product, including the impact caused by objects scraped along, thrown or dropped on the product's surface; or
    - (d) **Acidic food products** – Exposing the product to acidic food products such as salt, vinegar, tea and citric fruit juice; or Chemical damage - Exposing the product to acidic or corrosive materials, cosmetics and chemicals such as dyes, solvents, bleach, inks, acetone, denture cleaner and photo developing fluid; or
    - (e) **Using inappropriate household cleaning products** – DO NOT USE abrasive cream or powder cleansers, furniture polish/wax/powder; oven cleaner, drain cleaners, sugar soap and strongly alkaline or acidic cleaners; or
    - (f) **Failure to clean as recommended** – You must follow cleaning instructions set out in our Care & Maintenance guides found at [www.COLOURpyne.com.au](http://www.COLOURpyne.com.au); or
    - (g) **Structural or support changes** – Changes affecting the building or application where the product has been installed, causing twisting, warping, bowing, cupping or shrinkage of the Product, including movements caused by hydrostatic pressure resulting in the expansion or contraction of the cabinetry or other structure on which the product is installed; or
    - (h) **Incorrect installation** – All COLOURpyne products must be installed meeting the Australian/New Zealand Domestic kitchen standards (AS/NZS 4386:2 1996); failure to install correctly, including: not following the recommended fabrication and installation instructions and use of the Product with inappropriate cabinetry or other structures; and extending to delamination, swelling and surface bubbling where you or your supplier have applied your own adhesive; or
    - (i) **Unauthorised modifications** – Any modifications or work to the Product by any person other than COLOURpyne approved suppliers; or
    - (j) **Inappropriate use** – Including use of the Product outdoors or in any way which exposes the Product to UV (exposure to direct sunlight) or consistent environmental forces that could effect the product; or
    - (k) **Inadequate maintenance** – Including failure to follow procedures set out in the manufacturers; or recommendations and Care and Maintenance Guides; or
    - (l) **Other specified causes** – Any other causes specified in the Product information as being excluded from this warranty
- In addition, this warranty does not cover;
- (m) **Colour and gloss variations** – Any variations with the colour or gloss within the Product including any replacement Product, or any ageing or fading of colour, shine or gloss level over time; or
  - (n) **Imperfections** – Any visual imperfections or blemishes in the surface and edges of the product in excess of accepted industry standards, including pimples, dimples, dents, creases, cracks, cuts, marks, chips, scratches and surface irregularities which are not brought to your suppliers attention at the time you inspected the Product or at any other time before the product is cut or modified in any way; or
  - (o) **Modification** – Any modifications to Thermolaminated products such as cutting, that results in the structural integrity being compromised.

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Further, COLOURpyne will not be liable for consequential loss or damage whatsoever and however arising out of or in connection with the supply, performance or removal of the Product, including (but not limited to) any indirect or consequential loss (including, without limitation, loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings) even if due to the negligence of COLOURpyne or any of its approved suppliers, employees or agents.

- 5. **Validity** – This warranty becomes valid only when COLOURpyne has been paid in full for all products used. Warranty is valid from the date of payment in full, warranty period does not recommence if a warranty claim is made. In this case the original warranty commencement date remains and the warranty period is determined from this date.
- 6. **Statutory warranties** – This warranty certificate and other statements contained in this document or other documents given to you do not exclude, restrict or modify the application of any term implied into this warranty by statute, provided that (to the extent any statutory provision permits COLOURpyne to limit its liability for a breach of an implied condition or warranty) COLOURpyne’s liability for such breach is limited to the payment of the cost of replacing the product or acquiring an equivalent Product or repairing the product.
- 7. **Limitations** – 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. The obligations

of COLOURpyne under this warranty are limited to those set out and this warranty is expressly instead of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and not withstanding any course of dealing between the parties or custom and usage in the trade to the contrary.

- 8. **Inquiries** – Any inquiries into this warranty should be sent to:  
COLOURpyne Warranty Department  
2 Wella Way  
SOMERSBY N.S.W 2250;  
or emailed to: warranty@borgs.com.au;  
or by phone: 1300 500 250.
- 9. **Claims** – To claim your warranty please send the following to one of the contacts above:
  - Your name, address and phone number.
  - The installers business name, proof of purchase including sales order numbers and dates of purchase.
  - The address where COLOURpyne products have been installed.
  - Colour and style of products installed.
  - Description of how the product is defective. Please also accompany this form with photographs of any defects found in product.

After COLOURpyne receives your claim, we will contact you to discuss the claim.

## Registration of purchase

Once your COLOURpyne Product is Installed please complete the following form and mail to the below address for registration of warranty period -

NAME:	DATE OF INSTALLATION/PURCHASE:
ADDRESS WHERE PRODUCT WAS INSTALLED:	
PHONE NUMBER:	MOBILE:
EMAIL ADDRESS:	
COLOUR OF PRODUCT:	PRODUCT TYPE:
ORIGINAL SALES ORDER NUMBER (SON):	NAME OF CABINETMAKER

To register your warranty, return this original warranty form to:

Postal address: COLOURpyne Warranties  
2 Wella Way  
SOMERSBY N.S.W 2250;  
or Email: warranty@borgs.com.au