

Subject to the conditions and limitations of this Warranty, AJ Bates Limited (“Bates Surfaces”) warrants to the original end-user purchaser of the product that the Fenta™ Ceiling Tiles (the “Product”) will be free from defects as a direct result of its manufacture or the materials used in its manufacture, for a period of 10 years from the date of purchase.

If this Warranty is breached, the purchaser’s sole remedy is that Bates Surfaces will (at its option) without charge arrange for the supply of replacement Product or for rectification of the affected Product.

Nothing in this Warranty will exclude or limit any legal rights which a purchaser may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited by law.

Conditions and Limitations

This Warranty is subject to the following conditions and limitations:

- a) Bates Surfaces will not be liable for a breach of this Warranty unless the purchaser makes a written claim, with proof of purchase, within seven days of the product defect becoming reasonably apparent. If the defect becomes reasonably apparent prior to or during installation, the claim must also be made prior to installation or continuing installation. Where a claim has been made, Bates Surfaces must be given the immediate opportunity to inspect the Product subject to the claim.
- b) Where at the time of a claim a replacement to the affected Product is no longer reasonably available due to ceasing as a product line or not currently being in stock, Bates Surfaces reserves the right to provide a replacement as close as reasonably possible from its then current product range in stock in satisfaction of its obligations under this Warranty.
- c) The Product must be handled, stored, installed and maintained strictly in accordance with all instructions and information published by Bates Surfaces from time to time. Handling and Storage, Installation, and Cleaning and Care information is available in the Maintenance Information for Effective Performance sheet which is available at www.batessurfaces.co.nz or by emailing a request to info@batessurfaces.co.nz or by writing to Bates Surfaces at the address given below.
- d) As the successful performance of the Product depends on factors outside the control of Bates Surfaces (such as its handling, storage and use, and the quality of the designer and/or installer’s work), Bates Surfaces will not be liable for representations or recommendations in relation to the use of the Product (including its suitability for any particular purpose or ability to satisfy any provisions of the NZ Building Code), whether contained in its written materials or online, or made by its representatives, unless personally confirmed in writing to the purchaser by Bates Surfaces.
- e) Bates Surfaces will not be liable for any claim, damage or loss arising directly or indirectly from: (i) any failure by the purchaser to follow Bates Surfaces’ instructions or information in connection with the Product, or to maintain the Product in accordance with good practice, or (ii) any cosmetic surface damage, fading or discolouration to the Product due to any cause unrelated to manufacture, or (iii) any repair or alteration to the Product without Bates

Surfaces' written consent, or (iv) the faulty design or workmanship of others, the movement or nature of any material to which the Product is attached, or any act of God or natural occurrence, or any other circumstance beyond the control of Bates Surfaces.

- f) Except as expressly set out in this Warranty, Bates Surfaces will not, to the fullest extent permitted by law, be liable for any loss or damage (whether direct or indirect) in connection with the Product including property damage or personal injury, consequential loss, economic loss, or loss of profits, whether arising in contract, tort (including gross negligence) or otherwise. Any liability which does arise will be limited to the value of the purchase price (excluding GST, where recoverable) paid for the Product giving rise to the claim.
- g) Except as expressly set out in this Warranty, all warranties, conditions, liabilities and obligations, whether express or implied, statutory or otherwise (including, in particular, the implied warranties of merchantability and fitness for a particular purpose) are excluded to the fullest extent permitted by law. Without limiting the foregoing, where the purchaser is in trade and acquires the Product for the purpose of a business, the purchaser agrees that neither the provisions of the Consumer Guarantees Act 1993 nor the Fair Trading Act 1986 will apply in relation to the Product purchase or to any Bates Surfaces' related representations or conduct to the fullest extent permitted by those statutes.
- h) The provisions of this Warranty shall apply in addition to and not in substitution for Bates Surfaces Terms and Conditions of Sale where they also apply. Where there is any conflict between the terms of this Warranty and the Terms and Conditions of Sale, unless Bates Surfaces in its sole discretion determines otherwise in writing, the Terms and Conditions of Sale (other than proviso (i) to clause 13.3) shall prevail.
- i) This Warranty is not transferable or assignable by the purchaser.
- j) This Warranty will be governed by New Zealand Law, and the purchaser agrees to submit to the exclusive jurisdiction of the New Zealand Courts.

Address of Bates Surfaces for Warranty claim:

Fenta Warranties
Bates Surfaces
PO Box 12073
Penrose
Auckland 1642

Any Questions?

If you require any advice on caring for Fenta™ Ceiling Tiles or technical enquiries, please call us on 0800 269 251.

Remember to retain your proof purchase.

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