

## Warranty

Amorini NZ Limited (Amorini NZ) warrants to you ('the customer') that Amorini NZ will, subject to this warranty, replace or repair the Mirostone worktop if it fails due to any defect in materials or workmanship during the first ten (10) years from the date of purchase.

## Exclusions

This warranty does not cover the following circumstances:

1. Where a defect is caused by physical abuse, misuse, accident, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains or excessive weight.
2. Where Mirostone has been moved from its original place of installation.
3. General fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided).
4. Damage caused by improper installation, site preparation or site maintenance.
5. Faulty workmanship by any person other than Amorini NZ
6. Damage caused by any material modification or misuse, resulting from non-compliance with the associated installation procedures.
7. Where Amorini NZ have not been notified of the defect within 7 days from the first time someone becomes aware of it.

## Exclusion and Limit of Liability

Some legislation (including the Fair Trading Act 1986 No 121) implies terms, conditions and warranties into contracts for the supply of goods and prohibits the exclusion, restriction or modification of those terms, conditions and warranties. This Warranty is limited such that it does not exclude, restrict or modify any of those rights.

To the extent permitted by law, Amorini NZ's liability under this Warranty (including in relation to any breach of a condition or warranty subject to that law) is limited to the replacement or repair of the Mirostone Worktop or the cost of replacing or repairing the Mirostone Worktop only. Slight colour variations can occur between production batches of the Mirostone Worktop; therefore Amorini NZ cannot guarantee that material colours to facilitate said repairs can be matched exactly to existing worktop material.

Except as provided in this Warranty, and as far as the laws allow:

1. Amorini NZ will not be liable in either tort or contract for any loss or direct, indirect, consequential or incidental damages arising out of the use of a

Mirostone worktop;

2. Amorini NZ makes no other warranty of any kind, whether express or implied with respect to the Mirostone worktop; and
3. Amorini NZ specifically disclaims any implied warranties of merchantability and fitness for a particular purpose other than interior or decorative surface use.

## Cascading Warranty Coverage

Amorini NZ's responsibility under this warranty is limited to the following set timing (being inclusive time periods commencing on receipt of goods) and percentage coverage:

**Year 1 – 3:** 100% of material will be covered

**Year 4 – 6:** 75% of material will be covered

**Year 7 – 9:** 50% of material will be covered

**Year 10:** 25% of material will be covered

## Making a Warranty Claim

In order to make a warranty claim the 'Customer' needs to submit with the warranty claim, a proof of purchase for the Mirostone worktop, and;

1. Any replacement or repair needs to be first authorised in writing by Amorini NZ or its appointed representative.
2. A replacement product may not be reasonably available from Amorini NZ in the same shape, type or colour as the original Mirostone solid surface product covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Amorini NZ reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Amorini NZ's then prevailing product range in satisfaction of its obligations under this warranty.
3. If Amorini NZ is unable to replace or repair a defective Mirostone worktop which is covered by this warranty, Amorini NZ shall, at its sole discretion, refund the purchase price of the Mirostone worktop only, in accordance with the timing limitations and percentages expressed in this warranty.
4. The customer must hand over the Mirostone worktop to Amorini NZ or its appointed representative.

