

Amorini NZ Ltd 'Amorini' Warranty

Amorini warrants to you, the owner of an Infinity Worktop installation, that Amorini will, at its discretion, replace or repair your Infinity Worktop fabricated and installed by an accredited Fabricator and Installer, if the product fails due to any product defect during the first ten (10) years from the date of completion of installation.

1. This warranty applies exclusively to an Infinity Worktop product ("the product") supplied by Amorini that is fabricated and installed by an accredited Fabricator and Installer, authorised by Amorini, from the Accredited Network of Fabricators and Installers and in accordance with the installation procedure in force at the time of installation.

A. Installations where the product is supplied by an entity other than Amorini.
B. Installations fabricated and/or installed by someone other than an accredited Fabricator and Installer, authorised by Amorini, from the Accredited Network of Fabricators and Installers.
C. Installations where the product has not been maintained strictly in accordance with the Infinity Care and Daily Use Guidelines attached to this warranty.
D. Installations where the product has been moved from its original place of installation.
E. Installations where the product has at any time been exposed to an exterior environment.

2. This warranty does not apply to:

A. Installations where the product is supplied by an entity other than Amorini.
B. Installations fabricated and/or installed by someone other than an accredited Fabricator and Installer, authorised by Amorini, from the Accredited Network of Fabricators and Installers.
C. Installations where the product has not been maintained strictly in accordance with the Infinity Care and Daily Use Guidelines attached to this warranty.
D. Installations where the product has been moved from its original place of installation.
E. Installations where the product has at any time been exposed to an exterior environment.

3. This warranty does not cover any damage caused by:

A. Improper or inadequate residential or commercial use, care or maintenance of the product or any breach of Infinity Care and Daily Use Guidelines.
B. Improper installation site preparation or site maintenance.
C. Any material modification or misuse, resulting from noncompliance with installation procedure.
D. Physical, chemical or mechanical abuse.
E. Excessive heat due to non-use of heat pads or damage due to heat transmission resulting from non-compliance with the installation procedure or Infinity Care and Daily Use Guidelines.
F. Acts of God and nature.

4. Amorini's responsibility under this warranty is:

A. Limited to the following set timing (being inclusive time periods commencing on completion of installation) and percentage coverage:
Year 1-3 - 100% of material and labour (at cost) will be covered.

Year 4-6 - 75% of material and 50% of labour (at cost) will be covered.

Year 7-9 - 50% of material and 25% of labour (at cost) will be covered.

Year 10 - after installation, 25% of material and 0% of labour (at cost) will be covered.

B. This warranty is transferable within the ten (10) year warranty period.

5. When submitting a claim:

A. In order to receive coverage under this warranty, an owner of the product needs to submit with the claim proof of purchase in the form of an invoice together with proof of fabrication and installation by an accredited Fabricator and Installer, authorised by Amorini, from the Accredited Network of Fabricators and Installers.

B. Any replacement or repair of the product needs to be first authorised in writing by Amorini or its duly appointed representative and is only to be executed by an accredited Fabricator and Installer, authorised by Amorini, from the Accredited Network of Fabricators and Installers.

C. If Amorini is unable to replace or repair a defective product which is covered by this warranty, Amorini shall, at its discretion, refund the purchase price of the material only, in accordance with the timing limitations and reducing percentages in clause 4, provided the owner of the product hands over the material to Amorini or its appointed representative.

6. Except as provided in this warranty:

A. Amorini shall not be liable in either tort or contract for any loss or direct, indirect, consequential or incidental damages arising out of the use or inability to use an Infinity Worktop installation.

B. Amorini's obligation is limited replacement or repair of the Infinity worktop product only. Slight colour variations can occur between production batches of Infinity; therefore Amorini can not guarantee that material colours to facilitate said repairs can be matched exactly to existing worktop material.

C. Amorini makes no other warranty of any kind, whether express or implied, with respect to the Infinity Worktop installation and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose other than interior or decorative surface use.

7. This warranty is governed by New Zealand law and any dispute which is to be litigated including any question as to its construction validity and performance, shall be submitted to a New Zealand Court.