

DESIGNERFORM PRODUCTS LIMITED WARRANTY TERMS AND CONDITIONS

DEFINITIONS

Designerform Pty. Ltd. trading as Designerform

ACN: 147814891

Commercial – Any application installed in a non-residential premises eg. high traffic area such as, but not limited to, an office, restaurant, bar, educational, hotels, private business or retail outlet.

Residential – Any application installed in a residential site, eg. households and other residential dwellings.

Product(s) – The Products listed in Table 1.

Warranty – The Products supplied to you will, under normal use be free from defects arising from manufacture of the product. The Warranty Period for the products supplied by Designerform is set out in the table below.

Warranty Period – the term for which the Products are covered by the Warranty. The Warranty Period begins on the date of purchase and ends once the Warranty Term for the specific Product in Table 1 expires.

Table 1 – Products Designerform	Warranty Term
THERMOLAMINATED doors and panels	Seven (7) years
STYLELITE and doors and panels	Seven (7) years
FLATPACKS	Seven (7) years
2 PAC doors and panels	Seven (7) years
CUT and EDGE	Seven (7) years
BENCHTOPS	Seven (7) years

1 This Warranty only applies to Designerform products expressly stated in Table 1 that:

- Are sold by Designerform or any of its approved suppliers; and
- Are purchased on or after February 1, 2021; and
- Product has been paid for in full; and
- Has remained installed at the location it was first installed.

- In the event that a claim is made, and it is established to Designerform's satisfaction that there is a manufacturing defect in the Product in breach of the Warranty, then Designerform will, at its sole discretion, either provide replacement Product in a manner Designerform considers reasonable, or, as elected by Designerform repair the Product at Designerform premises or on site.
- What the Warranty does not cover – This Warranty does not extend to wear and tear, delamination or any damage, defects or failures within the Product which directly or indirectly arise from or are due to, but not limited to:
 - Water damage – Including damage from steam, excessive moisture; or
 - Heat damage – From 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
 - Heavy weight or impact damage – 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
 - Acidic food products and chemical damage – 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, abrasive cleaners, ammonia, commercial cleaning products, Methyl Ethyl Ketone M.E.K, solvents, turpentine, abrasive papers, acids and alkalis, bleach, methylated spirits, scouring pads, thinners, inks, acetone, denture cleaner and photo developing fluid; or
 - 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
 - Failure to clean as recommended – You must follow cleaning instructions set out in our Care and Maintenance guides found under our Product Support Documentation section on the following link: <https://designerform.com.au/products/support/>; or

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- (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 Designerform 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 Designerform 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 affect the Product; or
- (k) Inadequate maintenance – Including failure to follow procedures set out in the manufacturers, or recommendations and Care and Maintenance guides; or In addition, this Warranty does not cover,
- (l) Other specified causes – Any other causes specified in the Product information as being excluded from this Warranty.
- (m) Colour and gloss variations – Any variations with the colour or gloss within the Product including any replacement product, or any aging 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 supplier's 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) Bowing – The inherent properties of the fibre core of Compact Laminate and low-pressure melamine board can incur slight bowing; this naturally occurs in fibre-based panel products and is not covered by warranty if within the acceptable tolerance outlined in the Designerform technical data sheets.
- (p) Modification – Any modifications to Thermolaminated Products such as cutting that results in the structural integrity being compromised.
- To the maximum extent permissible by law, Designerform 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 Designerform or any of its approved suppliers, employees, or agents.
- 4 Validity – This Warranty becomes valid only when Designerform has been paid in full for all products used. This 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.
- 5 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 Designerform to limit its liability for a breach of an implied condition or Warranty) Designerform'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.
- 6 Limitations – Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. If available to you as a consumer (as defined under Australian Consumer Law) you are entitled to a replacement or refund for major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure. The obligations of Designerform under this Warranty are limited to those set out in this Warranty. To the extent you are defined as a consumer under the Australian Consumer Law, this Warranty is in addition to your rights under that law, which cannot otherwise be excluded or limited.
- 7 Cost claim – Designerform will be liable for the cost of the replacement Designerform Product at the subject of this Warranty for the Warranty Period. All other costs will be the claiming party's responsibility.
- 8 Inquiries – Any inquiries into this Warranty should be sent to:
- Designerform Warranty Claims
19 Cooper Street Campbellfield VIC 3061
or emailed to: reception@designerform.com.au
or by phone: (03) 9303 7224
- 9 Claims – To claim your warranty please send us the following via the contact details 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 Designerform products have been installed.
 - Colour and style of Products installed.
 - Description of how the Product is defective. Please also include photographs of any defects found in Product.
- After Designerform receives your claim, we will contact you within 18 working days to discuss the claim.