

Limited Warranty Terms & Conditions

DEFINITIONS

CGA means the Consumer Guarantees Act 1993.

polytec means Porta Limited NZBN 9429052693182 trading as (amongst other names) "polytec".

Product(s) means the Products sold by Porta Limited under the polytec brand listed in Table 1 below.

Warranty means 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 is set out in Table 1 below.

Warranty Period means the term for which the Products are covered by the Warranty. The Warranty Period begins on the date of purchase (provided payment for the Product has been received in full) and ends once the Warranty Term for the specific Product in Table 1 below expires.

TABLE 1

Product	Warranty Term
DECORATIVE* (18mm and 16mm board)	Seven (7) years
LAMINATE	Seven (7) years

*Limited to decorative facing melamine products only. Does not include white or coloured carcass board.

A claim must be made within the Warranty Period. The Warranty does not cover any defects not notified to **polytec** within the Warranty Period, although you may have statutory rights outside of the Warranty Period.

- This Warranty only applies to polytec Products expressly stated in Table 1:**
 - that are sold by **polytec** or any of its approved suppliers; and
 - that are purchased on or after 1 February 2024; and
 - for which the relevant Sales Order Number has been provided; and
 - that have been paid in full; and
 - have remained installed at the location they were first installed.
- In the event that a claim is made within the Warranty Period and it is established to **polytec's** satisfaction that there is a manufacturing defect in the Product in breach of the Warranty, then **polytec** will, at its sole discretion, either provide a replacement Product in a manner **polytec** considers reasonable, or, as elected by **polytec**, repair the Product at **polytec's** 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, solvents, bleach, 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 on or within the immediate vicinity of the Products; or
- Failure to clean as recommended** – You must follow cleaning instructions set out in our Care & Maintenance guides found at www.polytec.co.nz; or
- 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
- Incorrect installation** – All 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
- Unauthorised modifications** – Any modifications or work to the Product by any person other than polytec approved suppliers; or
- 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
- Inadequate maintenance** – Including failure to follow procedures or recommendations set out in the manufacturer's Care and Maintenance Guides, which are available on polytec's website; or
- Other specified causes** – Any other causes specified in the Product information as being excluded from this Warranty; or
- 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
- 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
- Bowing** – The inherent properties of the fibre core of low pressure melamine board can incur slight bowing. This naturally occurs in fibre-based panel products and is not covered by this Warranty if within the acceptable tolerance outlined in the polytec technical data sheets; or
- Force Majeure Events** – Any loss, damage or defects related to any act of God including (without limitation) earthquakes, fires, cyclones, floods or other severe or unusual weather or climate events outside polytec's control.

To the maximum extent permissible by law, **polytec** will not be liable for any indirect or consequential loss or damage whatsoever and however arising out of or in connection with the supply, performance or removal of the Product (including, without limitation, loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings).

- Validity** – This Warranty becomes valid only when **polytec** has been paid in full for all Products that are subject to a warranty claim. The 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.
- Statutory Warranties** – Nothing in this Warranty and other

statements contained in this Warranty or other documents given to you do not exclude, restrict or modify the application of any term implied into this Warranty by the CGA that cannot be excluded or modified, provided that:

- a) To the extent any statutory provision permits polytec to limit its liability for a breach of an implied condition or warranty, polytec'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;
 - b) where the Product is acquired or supplied for the purposes of a business or "in trade" the parties agree that it is fair and reasonable that the provisions of the CGA do not apply and sections 9, 12A and 13 of the Fair Trading Act 1986 are expressly excluded; and
 - c) polytec's liability in respect of all claims under this Warranty shall not exceed the price of the Products subject to the Warranty Claim.
6. **Limitations** – The obligations of polytec under this Warranty are limited to those set out in this Warranty. However subject to clause 5 (Statutory Warranties), this Warranty is in addition to your rights and remedies under the CGA relating to the Products.
7. **Consumer Laws** - If you are a "consumer" (as that term is defined in the CGA), nothing in this Warranty shall exclude or modify any legal rights you may have under the CGA or which otherwise cannot be excluded or modified at law. You are entitled to a repair, replacement or refund where the Products do not meet the guarantees set out in the CGA.
8. **Cost claim** - polytec will be liable for the cost of the replacement polytec Product at the subject of this Warranty for the Warranty Period. All other costs will be the claiming party's responsibility.
9. **Non-Transferable** – This Warranty is not transferable or assignable.
10. **Inquiries** – Any inquiries into this Warranty should be sent to:
polytec Warranties
Porta Limited
9 Beale Place East Tamaki Auckland or emailed to:
warranty@porta.co.nz; or by phone: 0800 220 607.
11. **Claims** – To claim under this 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 polytec 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 polytec receives your claim, we will contact you within 28 days to discuss the claim.

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REGISTRATION OF PURCHASE

Once your **polytec** 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:

Providing us with your Sales Order Number (SON) is essential for any claim.
To register your Warranty, return this original Warranty form to:

polytec Warranties
Porta Limited
9 Beale Place East Tamaki
Auckland
or email: warranty@porta.co.nz

Remember to retain proof of purchase or
manufacturing sticker off the back of your **polytec** product.