



## Eight Year Limited Warranty



1. This warranty is subject to the conditions and limitations set out herein.  
Zoneform Pty Ltd - as Trustee for the Zoneform Unit Trust ABN 86 492 187 169 - warrants to the original purchaser who is a "consumer" (as defined in section 3 of the Australian Consumer Law), for Ecological Panel used for interior residential or interior commercial applications, that Zoneform Pty Ltd will - in the first eight years post the invoice date of the original purchase, and at its discretion - repair or replace any Ecological Panel which is deemed defective directly as a result of its manufacture by Zoneform Pty Ltd.
  - Note:** A proof of purchase will be required and pursuant to section 7, this obligation terminates at the expiration of 8 years from the date of purchase from Zoneform Pty Ltd of Ecological Panel.
  2. This warranty does not extend to or cover any defect caused by:
    - a) Any natural occurrence or any other circumstance beyond the control of Zoneform Pty Ltd; or
    - b) failure to follow any guidelines, procedures or specifications advised by Zoneform Pty Ltd at the time of use of Ecological Panel in fabrication or installation; or
    - c) physical abuse, misuse, accidents, 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, wipe marks on darker colour surfaces, exposure to chemical products; or
    - d) General fading and discolouration (exposure to sunlight and intense light generally should be avoided); or
    - e) The product being used in applications that are not recommended by Zoneform Pty Ltd in any published product literature; or
    - f) Where the defect has been caused by faulty workmanship outside when in the care of Zoneform Pty Ltd; or
    - g) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations; or
    - h) Reasonably trivial or unsubstantial defects; or
    - i) situations when at the date of notification to Zoneform Pty Ltd of the defect, the type or colour of the affected defective product no longer forms part of Zoneform Pty Ltd's product offering and the customer does not agree to the supply of a replacement being of as close a type or colour match as is possible within the Zoneform Pty Ltd's current product offering; or
    - j) Anything that has been disclosed as a feature or limitation of Ecological Panel in literature published by Zoneform Pty Ltd; or
    - k) Any form of outdoor application.
  3. This warranty applies only to Ecological Panel:
    - a) Purchased from Zoneform Pty Ltd after 01 January 2014 for interior residential or commercial use in Australia;
    - b) That has remained installed at the location at which it was first installed after its sale by Zoneform Pty Ltd;
    - c) Which has been employed by a suitably qualified tradesperson or business, and processed on machinery and equipment which are fit for purpose and in good operating condition; and
    - d) Which has been installed, maintained, used and protected in the manner recommended by Zoneform Pty Ltd, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning Ecological Panel, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Zoneform Pty Ltd at the address given herein; and
    - e) When Zoneform Pty Ltd has been notified of the defect within seven days of the first person to become aware of it.
  4. Costs of claiming:
    - a) When installed or otherwise, if the product has been already worked into finished goods, if at the time of any warranty claim the original consumer (person or business working Ecological Panel into finished goods) failed to reasonably discover any superficial defect such as a change in colour, shade, pattern, or any mechanical damage such as scratching or denting etc. prior to its working into finished goods, then Zoneform Pty Ltd will be responsible only for the replacement of the defect product and not for any labour or other associated costs.
    - b) Notwithstanding section 4a), Zoneform Pty Ltd will bear any reasonable expense - including labour charges - necessary for the repair or replacement of Ecological Panel Product covered by this warranty. When submitting a claim, the claimant must provide details of the labour charges necessary for the repair or replacement of Ecological Panel, including any quotes or estimates verifying those labour charges.
    - c) If Zoneform Pty Ltd considers that you have incurred or will incur labour charges under this warranty; it will - at its discretion - either recompense you directly or pay the third party undertaking the necessary labour. Subject to a), the claimant will bear all other expenses of claiming the warranty.
  5. At the time of any warranty claim, a product to replace the faulty product which is the same shape, type or colour as the original Ecological Panel covered by this warranty, may not be reasonably available from Zoneform Pty Ltd. In this case Zoneform Pty Ltd reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Zoneform Pty Ltd's current product offering in order to satisfy obligations under this warranty.
  6. Except as expressly provided in paragraphs 8 and 9, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Ecological Panel are excluded. Without limiting the generality of the preceding sentence, Zoneform Pty Ltd will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of Ecological Panel.
  7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Zoneform Pty Ltd and a person, or Zoneform Pty Ltd's relationship with a person, which has acquired Ecological Panel, or otherwise gives that person a particular remedy against Zoneform Pty Ltd, and that legislation or any legislation voids or prohibits any provision excluding, or modifying the application of, or exercise of, any liability under such term, condition, warranty or remedy, then that term, condition warranty or remedy shall be deemed to be included in or, as the case may be, apply to that contract or relationship. However, Zoneform Pty Ltd's liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Zoneform Pty Ltd's discretion, in any one or more of the ways permitted by that legislation including, where so permitted:
    - a) If the breach related to Ecological Panel:
      - i. The replacement of Ecological Panel or the supply of equivalent product;
      - ii. The repair of Ecological Panel
      - iii. The payment of the cost of replacing Ecological Panel or acquiring equivalent product; or
      - iv. The payment of the cost of having Ecological Panel repaired; and
    - b) If the breach relates to services:
      - i. The supplying of the services again; or
      - ii. The payment of the cost of having the services supplied again.
  8. The benefits afforded by this warranty are in addition to other rights and remedies of the person under a law in relation to the goods or services to which this warranty relates. This warranty is not an exclusive statement of the rights of the original purchaser or any other person.
  9. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
  10. This warranty does not cover any other product used or installed in connection with Ecological Panel.
  11. This warranty is not transferable or assignable.
  12. Any inquiries regarding this warranty should be sent to:  
Ecological Panel Warranties  
Zoneform Pty Ltd  
(For the most current company details please check our websites at [www.ecologicalpanel.com.au](http://www.ecologicalpanel.com.au) or [www.zoneform.com.au](http://www.zoneform.com.au) or email [mail@ecologicalpanel.com.au](mailto:mail@ecologicalpanel.com.au) or telephone 03 9015 7900.
  13. In order to claim any Zoneform Pty Ltd warranty, you must please send the following written details to the address herein, section 12:
    - Your name, address and telephone number
    - Details of the retailer or distributor from whom the Ecological Panel Product was purchased, the amount paid for it and a copy of your proof of purchase
    - If the Ecological Panel product has been installed, the date and address of installation, and the name of the person or company that performed the installation, and any verification or proof or quote/estimate of the labour charges required to expedite any repair or replacement of the Ecological Panel product
    - Description and date of discovery of the defect of Ecological Panel Product, along with any photographs taken of the defect(s)
- After we receive your written claim, we will make contact to discuss your claim within seven business days.