EGR DECOR

StyleLex®

Limited Warranty Terms & Conditions

Luxury Covered Outdoor & Wet Area Panels
Australia & New Zealand

November 2022

Limited Warranty Terms & Conditions - Australia and New Zealand

Definitions

EGR - Oakmoore Pty Ltd trading as EGR

Residential - Any application installed in a residential dwelling.

Commercial - Any application installed in non-residential premises including, but not limited to: an office, restaurant, bar, private business or retail outlet.

Product means the Products supplied by EGR that are covered by this Warranty, being only those Products named in the table below.

StyleLex Panels - StyleLex sheet laminated to substrate at EGR's manufacturing plant only.

Warranty Term - means, for each Product, the term of the warranty specified in the table below.

PRODUCT	PRODUCT USE	WARRANTY TERM
StyleLex Panels	Residential usage	7 years
	Commercial usage	3 years
StyleLex edge banding	Residential and/or commercial usage	12 months

StyleLex Panels are designed as appearance Products and are intended for use as drawer faces, cabinet doors, ends and general joinery/cladding.

The Products are not intended for use as structural or built- in elements. If the Products are used in structural or built-in applications, EGR's warranty liability is limited to replacement material only.

1. Application of Warranty

This Warranty applies only to:

a. Products sold by EGR, or any of its approved suppliers, that have been paid for in full; and

b. Are purchased on or after 1st October 2022. Proof of purchase is required from the approved supplier for a valid warranty claim.

c. Only applies to StyleLex Face and Carcass Panels.

d. StyleLex edge-tape supplied by EGR is subject to a 12 month limited liability warranty as specified by EGR's edgetape supplier.

2. EGR Warranty

EGR warrants that the Products supplied to you will, under normal use, be free from defects arising from manufacture of the Product. This warranty is given for the Warranty Term identified in the table shown. The warranty applies to the original purchaser only and is not transferable.

3. What the warranty does not cover

This warranty does not cover any other product used or installed in connection with the Product.

This warranty does not extend to fair wear and tear, delamination or any damage, defects or failures within the Product including (but not limited to) damage, defects or failures which (in EGR's opinion) directly or indirectly arise from or are due to:

a. Water damage, including damage from steam and/or excessive moisture; or

b. Heat damage, including from placement of hot pans, pots or similar hot objects directly on the surface of the Product, including damage consisting of cracks in or scorching of the Product, or any other exposure to excessive direct or radiant heat; or

c. **Heavy weight or impact** – 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

d. **Acidic food products** – Exposing the Product to acidic food products such as salt, vinegar, tea and citric fruit juice; or

e. **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

f. **Using inappropriate household cleaning products** – The use of abrasive cream or powder cleansers, furniture polish/wax/powder; oven cleaner, drain cleaners, sugar soap or strongly alkaline or acidic cleaners or other non-recommended cleaning product; or

g. **Failure to clean, install and maintain as recommended** – Failure to follow cleaning instructions set out in our Installation and Specification Guide found at www.StyleLex.net. The warranty does not cover faulty workmanship during installation; or

h. **Failure to follow the recommended design guidelines** – refer to StyleLex.net for information on how to properly design and fabricate an alfresco kitchen using StyleLex panels; or

i. **Normal 'wear and tear'** – Defects resulting from normal use such as scratches, scuffs, stains, burns, wipe marks, chipping, dents, and/or cuts; or

j. **Structural or support changes** – Changes affecting the building or application where the Product has been installed, which have caused damage such as 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

k. **Incorrect installation** – All EGR Products must be installed meeting the Australian/New Zealand Domestic kitchen standards (AS/NZS 4386:2 1996) and all other relevant standards including but not limited to, gas, electrical and plumbing standard codes; 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

l. **Unauthorised modifications** – Any modifications or work to the Product by any person other than EGR approved suppliers; or

m. **Inappropriate use** – Use of the Product in fully exposed outdoor conditions or in any way which exposes the Product to direct sunlight or other heat sources allowing the Product to exceed a temperature of 70°C at any time; or

n. **Colour variation** – General fading or discolouration due to direct or indirect UV light exposure; or

o. **Natural aging** – 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

p. **Horizontal surface applications** – The Product is designed for use in vertical surface applications only; or

q. **Incorrect storage of sheet or board** – Materials must be stored flat on a suitably flat surface away from heat, moisture and direct UV light, and must be stored in accordance with the recommended storage requirements such as storage horizontally on 4 strapped, equally spaced bearers of equal height, thickness and material; or

r. **Other specified causes** – Any other causes specified in the Product information provided at the time of installation of the Product as being excluded from this warranty; or

s. **Bowing** – The inherit properties of the organic material can incur slight bowing. Minor bowing is not covered by the warranty if it is within the acceptable tolerance outlined in the StyleLex Technical Data Sheets. Bowing as a result of excessive direct or indirect heat or inappropriate fabrication, storage or handling is not covered by the warranty; or

t. **Colour and gloss variations** – Due to the batch manufacturing process for any one Product there may be unavoidable minor colour and gloss variations within the Product, including any replacement Product or variation against the sample material, displays, and/or printed illustrations; or

u. **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 suppliers attention at the time you inspected the Product or at any other time before the Product is cut or modified in any way; or

v. **Other** – Any natural occurrences, acts of God, physical abuse, vandalism, misuse, accidents or other incidents beyond EGR's control; or

w. **Delamination** – as a result of a purposeful and intentional act of picking the laminate off any of the exposed edges of the panel.

4. What EGR will do

In the event that a claim is made under the terms of this Warranty and it is established to EGR's satisfaction that there is a manufacturing defect in the Product in breach of the warranty, then EGR or its authorised agent may, at EGR's choice:

a. Either repair the Product at EGR's premises or on site (as elected by EGR); or

b. Provide a replacement Product (in a manner EGR considers reasonable); or

c. Provide a refund of 100% of Face Panel original purchase price for the first two years after purchase, and then a reduced value of the original purchase price of 10% per year thereafter, where the claim is made during the Warranty Term.

5. Exclusion of Liability for Consequential Loss

To the extent permitted by law, EGR 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 EGR or any of its approved suppliers, employees or agents.

6. Commencement of Warranty

This warranty becomes valid only when EGR has been paid in full for all Products used. Warranty is valid from the date of purchase in full, Warranty Term does not recommence if a warranty claim is made. In this case the original warranty commencement date remains and the Warranty Term is determined from this date.

7. Limitations

To the extent permissible by law, EGR's liability is limited to replacement of Product, repairing the Product or acquiring an equivalent Product as determined by EGR or providing a refund in accordance with clause 4 of this document.

8. Cost claim

EGR will be liable for the cost of the replacement of the StyleLex Product for the warranty period. All other costs will be the claiming party's responsibility.

9. Statutory Warranties

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.

This Warranty is given in addition to the rights and remedies available under the Australian Consumer Law.

10. To make a Claim

For any enquiries or to make a claim under this Warranty, please contact our Customer Service team at:

EGR Warranty Department, 45 Machinery St
Darra, Queensland 4076, Australia
Email: warranty@egrdecor.com.au
Phone: 1800 347 347

Warranty claims must include the following details:

- Your name, address and phone number.
- The installers business name, proof of purchase of Product including: sales order numbers and dates of purchase.
- The address where EGR Products have been installed.
- Colour and style of Products installed.
- Invoice from installer to homeowner.
- Description of how the Product is defective. Please also provide photographs of any defects and photos of the immediate and overall environment.
- All claims must be fully detailed and EGR or its agents have the right to view the items subject to the warranty claim prior to any claim being processed and a sample of the affected material may be required.

Upon receipt of your warranty claim, the Warranty Team will contact you to discuss the next steps in processing your claim. To make a valid warranty claim, you must give us notice of the defect as soon as practicable after you become aware of it, but in any case by no later than the expiration of the Warranty Period.

Please note: Lodgement of a claim does not constitute acceptance of liability by EGR. EGR will treat each claim on a case by case basis.

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1. EGR expressly disclaims any representations or warranties of any kind, whether express or implied, as to the accuracy, currency, completeness and/or the merchantability or fitness for a particular purpose of any information contained in or provided via this documentation and/or any service or product described or promoted in this document. 2. It is the customer's responsibility to thoroughly examine the product using a qualified person, to determine whether it is suitable for the application it was purchased for. 3. The receiver of our products is fully responsible to check and to take into account possible third party's patent rights, as well as the existing laws in the country of installation prior to installing our product. 4. No liability may be derived from these images or statements nor from our free technical advice. 5. EGR reserves the right to change, add or remove colours or product without notice. 6. EGR Decor and EGR are registered trademarks. 7. Images and colours should be used as a guide only. 8. Seven Year Limited Covered Outdoor Warranty: The EGR Decor warranties cover faulty materials for the periods specified on the relevant product warranty documents. The EGR Decor warranties commence from the date of sale by EGR, they are not transferable and are subject to the terms, conditions and exclusions contained within those warranties.

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