

WARRANTY

BRIGGS

Briggs Veneers - 409 Victoria St, Wetherill Park, NSW 2164 — www.briggs.com.au — samples@briggs.com.au

1. Subject to the conditions and limitations set out in this warranty below:

Briggs Veneers Pty Ltd ABN 48 000 059 warrants to the original purchaser of any Briggs Veneers' laminates, veneers & panels for interior residential or commercial use who is a "consumer" as defined in section 3 of the Australian Consumer Law that Briggs Veneers will at its option, repair or replace any Briggs Veneers laminates, veneer & panels without charge if it is defective directly as a result of its manufacture or supply Briggs Veneers or the materials used in its manufacture by Briggs Veneers during the first 7 years after initial purchase (proof of purchase will be required). Subject to paragraph 7, this obligation terminates at the expiration of 7 years from the date of purchase of the product concerned from Briggs Veneers.

2. This warranty does not cover any defect caused by:

- a) Any natural occurrence, or any other act or circumstance beyond Briggs Veneers' control; or
- b) Failure to follow any of the recommendations and advice made by Briggs Veneers on their website or printed literature, or in associated documents and downloads on their website, or on supplier websites where this link is provided on the Briggs website.
- c) Physical abuse, misuse, vandalism, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, the use of non-recommended coatings; or
- d) General fading or discolouration or damage due to direct and indirect light – from both natural and artificial sources.
- e) General fading or discolouration or damage due to raw veneer being exposed for a long time, unfinished/unsealed, to air; or
- f) The product being used in applications that are not recommended by Briggs Veneers; or
- g) The product being used in applications that are not recommended by Briggs Veneers' suppliers where the link to suppliers' websites is provided on the Briggs website; or
- h) Faulty workmanship by any person other than Briggs Veneers; or
- i) Variation in colour, pattern, shade of material against the sample material, display/s and/or electronic and/or website and/or printed illustrations;

This warranty also does not cover:

- j) Where the defect is trivial or insubstantial; or
- j) Where, as the date of notification of the defect to Briggs Veneers, the type or colour of the alleged defective product no longer forms part of the Briggs Veneers' standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is a close type or colour match as is possible from Briggs Veneers' then prevailing stock range; or
- k) Where the defect has been disclosed as a feature or limitation of the Briggs Veneers laminates, veneers & panels in any literature published by Briggs Veneers; or
- l) The presence of natural features of individual species, wood, wood veneer, dyed veneers and wood veneer laminates, either generally or of a specific species, such as but not limited to knots, coarse grain, gum-veins, small holes, leaf-width variation and joining effects such as "paling fence effect" and join lines. Such natural and intrinsic features of wood and wood veneer and their processing, and variations in appearance, are not material defects; or
- m) Natural variation in appearance between different leaves or sheets of veneer or sheets of veneer laminate, between different logs of veneer, within a log or between different dye batches. Such natural and intrinsic features of wood and variations in appearance due to natural variation, processing and dying are not material defects; or
- n) Outdoor application
- o) Wet area application
- p) Matters beyond the control of Briggs Veneer such as the glue type, coating type and methods used to make the finished veneered panel and the finished fabrications such as walls, ceilings, joinery, furniture etc
- q) Breaches by others of NCC 2019 - Briggs Veneers Compliance Policy - Interior Walls and Ceilings.

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3. This Warranty applies only to Briggs Veneers laminates, veneers & panels:

- a) Purchased from Briggs Veneers after 1st June 2016 for interior residential or commercial use in Australia;
- b) That have remained installed at the location at which it was first installed after its sale by Briggs Veneers;
- c) Which have been installed, maintained, used and protected in the manner recommended by Briggs Veneers, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning the Briggs Veneers laminates, veneers & panels, a copy of which may be obtained, free of charge, at the point of purchase or by writing directly to Briggs Veneers at the address given below;
- d) Where Briggs Veneers has been notified of the defect within seven days of the first person to become aware of it;

4. Briggs Veneers reserves the right to discontinue products or change prices and dimensions and other attributes of products. A replacement product may not be reasonably available from Briggs Veneers in the same species, log, batch, cut, thickness, size, shape, type or colour as the original Briggs Veneers laminates, veneers & panels covered by this warranty. If a replacement product of the same species, log, batch, cut, thickness, size, shape, type or colour is not reasonably available, Briggs Veneers reserves the right to provide a replacement product of as close a species, cut, thickness, size, shape, type or colour match as is reasonably possible from Briggs Veneers' then prevailing product range in satisfaction of its obligations under this warranty.

5. Except as expressly provided in paragraphs 7 and 8, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to Briggs Veneers laminates, veneers & panels are excluded. Without limiting the generality of the preceding sentence, Briggs Veneers 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 the Briggs Veneers laminates, veneers & panels.

6. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Briggs Veneers and a person, or Briggs Veneers' relationship with a person, which has acquired Briggs Veneers laminates, veneers & panels, or otherwise gives that person a particular remedy against Briggs Veneers, 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, Briggs Veneers' liability for any breach of such term, condition or warranty or under such remedy, shall be limited, at Briggs Veneers' option, in any one or more of the ways permitted by that legislation including, where so permitted:

If the breach related to a Briggs Veneers laminate, veneer & panel:

- i. The replacement of Briggs Veneers laminates, veneers & panels or the supply of equivalent product;
- ii. The repair of the Briggs Veneers laminates, veneers & panels; and remedies of the person under a law in relation to the goods or services to which this warranty relates. This warranty should not therefore be read as an exclusive statement of the rights of the original purchaser or any other person.

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7. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

8. The limit of liability for is up to the value of the goods supplied by Briggs Veneers, and supply is subject to our standard terms and conditions.

9. This warranty does not cover any other product used or installed in connection with the Briggs Veneers laminates, veneers & panels.

10. This warranty is not transferable or assignable.

11. Any enquiries regarding this warranty should be sent to Briggs Veneers, 409 Victoria Street, Wetherill Park, NSW, 2164. Enquiries can also be made by calling (02) 9732 7888 or emailing admin@briggs.com.au. Please provide a description of how the Briggs Veneers laminates, veneers or panels product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).

12. NCC 2019 - Briggs Veneers Compliance Policy - Interior Walls and Ceilings.

The Fire Hazard Group Number tests and assessments on the Briggs website comply with AS 5637, as required under the National Construction Code (NCC) 2019 Building Code of Australia, Volume 1, Specification C1.10, Section 4 - Wall and Ceiling Linings. Flameblock is not rated for use in other areas of buildings that may require fire-retardancy such as doors, around fireplaces, etc. Nor is it rated as "non-combustible". Also, panels which have been modified such as with acoustic slotting are not covered.

Briggs fire Certificate(s)/Report(s) do not apply to FRMDF/veneers/laminates from other suppliers. They apply only to Briggs Veneers' Flameblock FRMDF/veneers/laminates and thicknesses as listed on our fire Certificate(s)/Report(s). It is the responsibility of the end user to ensure that the products used in their project are as written/described/named on these fire Certificate(s)/Report(s). Briggs Veneers does not accept any responsibility for product substitution by others.

Briggs Veneer's Fire Report are the intellectual property of Briggs Veneers Pty Ltd and are not to be published on other websites. We are not responsible for the misuse of our Fire Reports/Certificates by others, and in particular we are not responsible if out-dated Fire Assessment Reports or Certificates are used by others. Briggs Veneers are not qualified to advise what Fire Hazard Group Numbers are required for your application - please seek the advice of a Fire Engineer Consultant or Building Certifier.