

polytec Products Limited Warranty Terms & Conditions

Definitions

polytec – Borg Manufacturing PTY LTD trading as Polytec

ACN 003 246 357

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 **polytec** 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	Warranty Term
EVOLUTION and MELAMINE* doors, panels, board, and mirrors	Seven (7) years
THERMOLAMINATED doors, panels, and mirrors	Seven (7) years
ULTRAGLAZE doors and panels	Seven (7) years
Roller Shutters	Seven (7) years
ALUMINIUM framed doors	Seven (7) years
BENCHTOPS	Seven (7) years on benchtops made by polytec
LAMINATE	Seven (7) years
High Impact laminated board	Seven (7) years
XENOLITH & COMPACT laminate including Table Tops	Ten (10) years
Steccawood	Seven (7) years
Evaboard	Seven (7) years
Partiton Systems (COMPACT laminate)	Ten (10) years
Partiton Systems (hardware)	One (1) year

* 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.

1. **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.

2. 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 replacement Product in a manner **polytec** considers reasonable, or, as elected by **polytec**, repair the Product at **polytec's** premises or on site.

3. **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; or
- Failure to clean as recommended** – You must follow cleaning instructions set out in our Care & Maintenance guides found at www.polytec.com.au; 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 **polytec** 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.
- Other specified causes** – Any other causes specified in the Product information as being excluded from this Warranty.

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- (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 **polytec** 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, **polytec** 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 **polytec** or any of its approved suppliers, employees or agents.
- 4. **Validity** – This Warranty becomes valid only when **polytec** 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 **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.

- 6. **Limitations** – The obligations of **polytec** under this Warranty are limited to those set out in this document. However, this Warranty is in addition to your rights and remedies under laws relating to the Products.
- 7. 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.
- 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. **Inquiries** – Any inquiries into this Warranty should be sent to:
 - polytec Warranties
 - Borg Manufacturing
 - 2 Wella Way
 - SOMERSBY NSW 2250;
 - or emailed to: warranty@borgs.com.au;
 - or by phone: (02) 4393 8959.

- 10. **Claims** – To claim your 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.

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.

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

To register your Warranty, return this original Warranty form to:

polytec Warranties
 Borg Manufacturing
 2 Wella Way
 SOMERSBY NSW 2250
 or email: warranty@borgs.com.au

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