

# Warranty & Conditions

## Décor Platinum Melamine

Version Details: 01052025

Version: V1 – 052025

Version Date: 01/05/2025



**Mulford New Zealand**

[www.mulford.co.nz](http://www.mulford.co.nz)

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Subject to the conditions below, Mulford New Zealand Limited (the 'Company'), together with the manufacturer, warrants to the original purchaser (the 'Customer') that Platinum Melamine and Edging products sold under the Décor Joinery brand (each a 'Product') will be free from manufacturing defects for a period of 10 years from the date of purchase.

This warranty applies only to Platinum Melamine and Edging products and does not extend to any other products.

This warranty is offered in addition to the statutory guarantees under the Consumer Guarantees Act 1993. It does not limit or exclude your rights under that Act, or under any other applicable law that cannot be excluded.

### Warranty Conditions

This warranty is strictly subject to the following conditions. The customer acknowledges that failure to comply with these conditions will render this warranty void.

#### a. Claims Procedure

To make a claim under this warranty, the customer must:

1. Provide proof of purchase of the product alleged to be defective; and
2. Submit a written claim to the Company within 30 days after the defect would have become apparent to a reasonably diligent person (or, if the defect was apparent or would have been apparent to a reasonably diligent person prior to installation, the claim must be made before installation).
3. The customer must allow the Company to promptly inspect the product to verify the defect.

#### b. Non-transferability

This warranty is for the sole benefit of the customer (the original purchaser of the product) and is not transferable.

#### c. Installation and Maintenance

1. The product must be fabricated, installed, applied, and maintained strictly in accordance with the Company's current technical literature (the *Literature*) at the time of installation, and using only the components or products specified in the Literature.
2. Any other products (including coatings and jointing systems) used in conjunction with the product must be applied, installed, and maintained in strict accordance with the manufacturer's instructions, by qualified tradespeople using good trade practice.

#### d. Compliance with Building Codes

The project must be designed and constructed in full compliance with the current New Zealand Building Code and all other relevant laws, regulations, and standards.

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### **e. Remedy for Breach**

The customer's sole remedy for breach of this warranty is that the Company will, at its discretion:

1. Supply a replacement for the affected product; or
2. Repair or rectify the defective product; or
3. Pay the cost of replacing, repairing, or rectifying the affected product.

For clarity, this warranty covers the reasonable delivery and labour charges necessary for repair or replacement of the affected product.

### **f. Limitation of Liability**

The Company shall have no further liability for breach of this warranty (whether arising in contract, tort, including negligence, or otherwise). In particular, the Company will not be liable for economic loss, loss of profits, income, business, or revenue, or for any indirect or consequential loss.

### **g. Exclusions**

This warranty does not cover claims, defects, or damage arising from or attributable to:

1. Poor workmanship (by any person other than the Company);
2. Poor design or detailing;
3. Settlement, structural movement, or movement of materials to which the product is attached;
4. Physical abuse, misuse, accidents, exposure to excessive heat or moisture, solvents, inappropriate cleaning products, improper maintenance, scratches, scuffs, burns, stains, wipe marks on dark surfaces, exposure to chemicals, or normal wear and tear;
5. Fading or discolouration due to UV exposure;
6. Variation in colour, pattern, or shade compared to samples, displays, or printed illustrations;
7. Efflorescence, or performance of paint/coatings applied to the product;
8. Modifications to finished products, such as resizing or gluing;
9. Growth of mould, mildew, fungi, bacteria, or any organism on the product (exposed or unexposed surfaces);
10. Acts of God (e.g., earthquakes, cyclones, floods, severe weather), acts of war, insurrection, civil disobedience, terrorism, or any other matter outside the Company's reasonable control.

### **h. Further Exclusions**

This warranty also does not cover:

1. Trivial or insubstantial defects, or those not meeting the criteria for visual defects under the Mulford New Zealand Quality Standards;
2. Any feature or limitation of the product disclosed in Company literature;
3. Products sold as seconds or end-of-line items.

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### **i. Location of Product**

This warranty applies only where the product remains installed at the original location of its first installation after purchase.

### **j. Other Warranties**

All other warranties, conditions, liabilities, and obligations (whether express or implied) are excluded to the fullest extent permitted by law.

### **k. Colour Variation**

Where a claim is accepted, the customer acknowledges that replacement products may differ slightly in colour from the originals due to weathering or material variations over time.

### **l. Product Availability**

If a replacement product of the same shape, type, design, or colour is not reasonably available, the Company may discharge its obligations under this warranty by supplying the closest reasonably practicable alternative from its then-current stock.