



## 10 Year Installed Limited Product Warranty

Congratulations on your new purchase of MEGANITE acrylic solid surface product ('**MEGANITE Product**'). With your new MEGANITE Product comes the peace of mind of this 10 Year Installed Limited Warranty offered to you by ForestOne.

### 1 Definitions

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**ForestOne** means Forest One Australia Pty Ltd ABN 97 083 941 306 of 601 Victoria Street, Abbotsford.

**Warranty Period** means the period of 10 years from the date of completion of installation.

**Residential Use** means any application of MEGANITE Product installed in a residential setting, including houses, townhouses or apartments/multi-level residential developments.

**Commercial Use** means any application of MEGANITE Product installed in a non-residential setting, including but not limited to offices, restaurants, bars, retail outlets, public spaces and private businesses.

### 2 Warranty

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This warranty applies to the initial owner ('**owner**') of a MEGANITE Product permanently installed for Residential Use or Commercial Use in Australia.

This warranty cannot be assigned or transferred.

Subject to the terms and conditions outlined in this document, ForestOne warrants to the owner that the installed MEGANITE Product will, under normal use be free of manufacturing defects during the Warranty Period and ForestOne will, at its discretion repair or replace the MEGANITE Product without charge if a manufacturing defect covered by this warranty arises.

This warranty only applies to MEGANITE Products installed for Residential Use or Commercial Use on or after 10 February 2020 and which remain installed at the location that installation first occurred.

### 3 What is not covered by this warranty

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This warranty **DOES NOT COVER:**

- (a) damage or defects caused by any act of God, any natural occurrence, third party act or omission or any other circumstance beyond both parties control;
- (b) damage or defects caused by any failure to follow any procedures recommended by the manufacturer and/or ForestOne for transportation, storage, handling, fabrication, maintenance and installation of the MEGANITE Product prior to installation;

- (c) damage or defects caused by faulty fabrication and/or installation and/or failure to comply with correct procedures and specifications for fabrication and/or installation as published by the manufacturer and ForestOne;
- (d) failure of any adhesive, caulk or other accessory used in the installation of the MEGANITE Product, or failure of any caulked or filled joint or seams;
- (e) any defects or flaws in appearance caused by or during installation, fabrication or workmanship;
- (f) MEGANITE Product installed other than by a certified fabricator and/or installer;
- (g) physical abuse, misuse or accidents involving:
  - (i) exposure to excessive heat or excessive variations in temperature; placing hot pans or other hot objects directly on the surface of the MEGANITE Product; cracks or scorching of the product caused by excessive or direct exposure to heat;
  - (ii) the use of solvents or inappropriate cleaning products, materials; exposure to harsh chemical products;
- (h) damage caused by the intentional or negligent actions of the owner or any other person;
- (i) damage where the MEGANITE Product has been installed in environments or used in applications other than those recommended in material published by ForestOne. (**NOTE:** outdoor application is not recommended and is excluded under this warranty);
- (j) damage from severe environments, temperature extremes, frost, wind borne salt or abrasives which cause flaking, damage to finish and reduction in expected operating life;
- (k) warping or other physical damage such as chipping, broken areas, cracking, fracturing occurring after 12 months from installation;
- (l) damage or defects caused by improper maintenance including failure to:
  - (i) follow procedures/recommendations set out in the manufacturer's Care and Maintenance Guide found at *meganite.com.au*;
  - (ii) clean as recommended using appropriate products;
- (m) normal 'wear and tear' including:
  - (i) scratches, scuffs, burns, stains and marks; and
  - (ii) general fading or discolouration (**NOTE:** exposure to direct sunlight or light sources should be avoided);
- (n) variation in colour, pattern or shade of MEGANITE Products against any sample material provided, displays and/or printed illustrations or change of mind. (**NOTE:** samples which you may be provided with prior to purchase are only representative and slight variations in the colour and tone of the background are to be expected and are not a defect);
- (o) any defect which ForestOne considers trivial or insubstantial; and
- (p) anything that has been disclosed as a feature or limitation of the MEGANITE Product in any literature published or distributed by the manufacturer or ForestOne.

## 4 Claims

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### 4.1 Claims

Claims under this warranty will only be accepted:

- (a) if the owner has registered this warranty (**NOTE:** see paragraph 6 for details as to how you can register this warranty);
- (b) if, upon becoming aware of the defect, the owner ceases to use the MEGANITE Product and notifies ForestOne of the defect within 7 days; and
- (c) the claim is made within 12 months of the date of installation for warping to the MEGANITE Product, or physical damage such as chipping, broken areas, cracking or fracturing; or
- (d) the claim is made during the Warranty Period for all other claims.

The Warranty Period does not restart if a claim is submitted. The original commencement date of the Warranty Period continues to apply including in respect of any replaced MEGANITE Product.

### 4.2 Information for claims

All claims must be made using the attached Claim Form. The format of the Claim Form may be changed by ForestOne.

All claims must be accompanied by the following information:

- (a) the owner's name, address and phone number;
- (b) the colour and style of the MEGANITE Product;
- (c) the place where the MEGANITE Product was purchased and the amount paid for it. This must be accompanied by the original sales receipt or other documentation acceptable to ForestOne which demonstrates proof of purchase;
- (d) the address where the MEGANITE Product has been installed, the date of installation and the name of the person and company that installed it; and
- (e) a description of the defect. Please also include photographs of any defects where possible.

### 4.3 Costs

ForestOne will bear the expense of reasonable labour charges which are necessary for the repair or replacement of the defective MEGANITE Product. The person claiming under this warranty will bear all other costs.

## 5 Limitations

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If the owner is a Consumer (as defined under the Australian Consumer Law), the MEGANITE Product comes 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 MEGANITE Product repaired or replaced if the MEGANITE Product fails to be of acceptable quality and the failure does not amount to a major failure.

No authorised reseller, dealer, sales person, certified fabricator or installer is authorised to make any representation, promise or warranty on behalf of ForestOne or the manufacturer

in respect of the MEGANITE Product. No agreement or understanding, oral or written, in any way purporting to vary or modify this warranty will not be binding on ForestOne unless made in writing by an authorised employee of ForestOne.

To the extent permitted by law, without limiting the owner's consumer rights under the Australian Consumer Law, ForestOne expressly limits its liability under this warranty and under any other statutory guarantee imposed at law to, at its option:

- (a) the replacement or repair of the defective MEGANITE Product;
- (b) the supply of an equivalent product; or
- (c) the payment of the cost of the defective MEGANITE Product, or of repairing the defective MEGANITE Products or of acquiring an equivalent product.

To the extent permitted by law, ForestOne expressly excludes all conditions, warranties and undertakings in relation to the MEGANITE Products, whether expressed or implied, including any implied warranty of merchantability or suitability for a particular purpose and notwithstanding any course of dealing between the parties or custom and usage in the trade to the contrary, except as set out in this document.

## 6 Registration and Enquiries

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To register for this warranty, please go to [meganite.com.au/warranty](http://meganite.com.au/warranty) and complete the online form.

All enquiries relating to this warranty should be sent to ForestOne Warranties, 601 Victoria Street, Abbotsford VIC 3067 or [enquiries@forest.one](mailto:enquiries@forest.one). Enquiries can also be made by calling 1300 088 066.