

## 7 Year Product Warranty

Your CASF Timber surface 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the CASF Timber benchtop repaired or replaced if the product fails to be of acceptable quality. Nothing in this warranty is intended to limit any condition, warranty, right or remedy available pursuant to any Australian legislation, except to the extent permitted under such legislation.

The Warranty is offered to you by: CASF International Pty Ltd Unit 3, 208 Walters Road Arndell Park NSW 2148

Phone: 1300 795 044 Fax: 1300 795 066 Email: info@casf.com.au

CASF International Pty Ltd (hereafter called 'CASF') warrants the following:

- 1. CASF warrants to the owner of the original CASF Timber installation, that should the product fail due to any manufacturing defect for a period of seven (7) years from the date of initial purchase, that CASF will, at it's discretion, replace or repair the CASF Timber Product.
- 2. This warranty does not cover products made by other suppliers.
- 3. This warranty applies exclusively to interior decorative CASF Timber Product installations that are installed and fabricated in accordance with the installation procedures in use and authorised by CASF at the time of the installation. This warranty is NOT APPLICABLE to CASF Timber Product used in exterior applications.
- 4. This warranty DOES NOT COVER damage(s) to the CASF Timber Product caused by:
  - a. Improper or inadequate storage
  - b. Improper or inadequate care or maintenance
  - c. Any material modification or misuse of the CASF Timber Product, for example damage caused by failure to use chopping boards or devices to protect from excessive heat transfer.
  - d. Installation and/or operation outside the CASF Timber Products interior environment specifications, for example, outdoor use.
  - e. Physical, chemical or mechanical abuse of the CASF Timber Product.
  - f. Improper installation site preparation or site maintenance.
  - g. Any other improper use of CASF Timber Product as stated in the "Use and Care guidelines" listed in the CASF Timber Products data sheet.
  - h. Acts of god, or other incidents/occurrences beyond the control of CASF, including without limitation, fire, theft, storms, floods.
  - i. Scratching or normal wear and tear of the CASF Timber product
  - j. Damage caused by water or other forms of moisture being absorbed by the CASF Timber product or into the substrate of the benchtop
  - k. Flaws in the appearance of your CASF Timber product caused by workmanship or fabrication and installation techniques that are not in accordance with CASF recommended procedures for fabrication and installation.
- 5. This CASF Timber Product warranty will cover 100% of the costs of the CASF Timber Product material; however labour costs or other indirect costs associated with the repair or

- replacement of the CASF Timber Product pursuant to this warranty are not included in the product warranty.
- 6. To receive coverage under the CASF Timber Product seven year warranty, proof of purchase in the form of an invoice needs to be submitted with the warranty claim.
- 7. This warranty is NOT transferable and applies to the original owner of the CASF Timber Product only.
- 8. Samples of the CASF Timber Product which you may be provided prior to your purchase are only representative and are not an exact replication of what will be installed in your project. Variations in the colour, tone and grain are to be expected with this natural product. This does not affect the product performance in any manner and is not considered a defect.
- 9. Your CASF Timber Product may suffer varying degrees of wear and tear, including scratching during normal use. This is not a defect in your product and the benefit of your CASF Timber Product is that any scratches, scuffs and other marks associated with normal wear and tear can be removed via a sanding and re-finishing process.
- 10. Any CASF Timber Product replacement or repair must first be authorised in writing by CASF or its duly appointed representative and must only be executed by a duly authorised CASF Timber Product Installer/Fabricator.
- 11. If CASF is unable to repair or replace a product covered by this CASF Timber Product warranty, CASF shall, within a reasonable time after being notified of the defect refund the purchase price of the CASF Timber Product provided that CASF, or its appointed representative, is entitled to the return of the CASF Timber Product and is provided with access to the CASF Timber Product to enable removal.
- 12. To the extent permitted by law:
  - a. neither CASF or any of its third party suppliers makes any other warranty of any kind, whether express or implied, with respect to the CASF Timber Product, and
  - except as expressly stated herein CASF and its third party suppliers specifically disclaim any implied warranties of merchantability and fitness for a particular purpose
  - c. except as provided herein CASF shall not be liable in either tort or contract for any loss, direct, consequential or incidental damages arising out of the use, or inability to use the CASF Timber Product. Some states and territories do not allow the exclusion or limitation of incidental damages
- 13. This CASF Timber Product warranty is governed by the laws applicable in Australia. The courts of Australia shall have exclusive jurisdiction over any dispute arising out of or in connection with this warranty.
- 14. If you have any further questions regarding this warranty please contact CASF by writing to:

CASF International Pty Ltd Unit 3, 208 Walters Road Arndell Park NSW 2148

15. This is the only warranty made by CASF for the CASF Timber Product. No representative, dealer, sales person of any other party is authorised to make any warranty or promise on behalf of CASF with respect to the CASF Timber product. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon CASF unless made in writing and signed by an authorised employee of CASF.