

TEN YEAR LIMITED WARRANTY

Marblo® Solid Surface Sheets

Timeless Trend Surface Products Pty Limited T/as Marblo Australia and New Zealand ACN: 138 567 852 (the "Supplier") is proud to provide this ten (10) year limited warranty (this "Warranty") to support our commitment to your satisfaction with Marblo® solid surface sheets, being solid colours, opal and pearl series ("The Products").

Although Marblo® sheets are tough and durable, they are not indestructible. They will require a little regular maintenance to keep their surfaces at their best. Please read our care and maintenance recommendations to learn how easy it is to care for your Products and to ensure that you enjoy years of service. In the unlikely event of a problem with any Product or to learn more about caring for your product, please contact your local Marblo® office.

1. The Warranty

The Supplier gives the following Warranty in respect to the Products, subject to the terms and conditions set out below.

2. Ten (10) Year Term

The Supplier warrants for a period of ten (10) years from the date of initial purchase to, at its sole option to repair or replace, without charge, any Product which fails due to a defect arising from its manufacture.

3. Warranty Not Transferable

This Warranty is valid only to the original owner of the property in which the Products are initially installed or delivered and is not transferable to subsequent owners. Upon transfer of title by the original owner of a property in which the Products were initially installed or delivered, to any third party this Warranty shall void and shall cease to have effect.

4. Claims

All claims under this Warranty, must be made by notice in writing issued to the Supplier at PO Box 3499, Joondalup, WA 6027, within twenty-eight (28) days after the occurrence of any event which gives rise to a claim pursuant to this Warranty.

5. No Warranty of Merchantability

The Supplier and this Warranty do not offer or provide a warranty either implied or expressed of merchantability or fitness for a particular purpose, except as expressly stated herein.

6. Not Covered by this Warranty

- (i) This Warranty does not cover damage or defect arising out of:
 - (a) fair wear and tear;
 - (b) misuse, abuse or mishap;
 - (c) heat caused by items such as (but not limited to) pots, pans, electric fry pans or oven trays;
 - (d) exposure to UV radiation or outdoor use;
 - (e) failure to follow the Supplier's procedures for fabrication and or installation;

- (f) failure to care in accordance with Supplier's care and maintenance recommendations;
- (g) insufficient allowance for thermal expansion and or inadequate circulatory ventilation;
- (h) use as structural element;
- (i) failure of any sub-strait, frame, fixing or fixture to provide adequate support; and
- (j) any event not due to a defect in the manufacture of Products.

- (ii) This Warranty does not cover any defects in, or damage to the Products arising out of any work conducted by third parties including fabrication and installation. Any work, installation and or repair carried out to the Products by a party not trained and accredited by the Supplier shall invalidate this Warranty.

7. Statutory Rights

- (i) The terms and conditions herein do not affect any mandatory conditions, non-excludable terms and warranties implied by the Trade Practices Act 1974, or other statutory right.
- (ii) The limitations and exclusions contained in this Warranty do not limit or exclude the application of the mandatory conditions, non-excludable terms and warranties implied by the Trade Practices Act 1974, or other equivalent state or federal legislation or act, insofar as any such limitation or exclusion would:
 - (a) contravene such legislation or act; or
 - (b) cause any part of this Warranty to be void.
- (iii) The Supplier's liability for a breach of any expressed term or condition under this Warranty or any non-excludable implied term, condition or warranty is limited at the option of the Supplier to:
 - (a) replacement of the Products; or
 - (b) paying the cost of replacing the Products Range Sheets that breached this Warranty.
- (iv) The Supplier excludes consequential loss of any kind and all terms, conditions and warranties implied by custom, the general law or statute.