



## DecoForme Limited Warranty Terms & Conditions

### Definitions

**DecoForme** – Product supplied by Hallmark Group Ltd

**Commercial** – Any application installed in a non-residential premises e.g. - high traffic area such as, but not limited to, an office, restaurant, bar, accommodation, educational, private business or retail outlet.

**Warranty** – The products supplied to you will, under normal use, be free from defects arising from manufacture of the product. Subject to clause 1, the warranty period for the DecoForme products will be for a period of five (5) years.

1. **Commercial use** – If DecoForme products are used in a commercial application the warranty term is for twelve (12) months (1 year) from the invoice date.
2. **DecoForme only** – This Warranty applies only to DecoForme products sold by Hallmark Group or any of its approved suppliers and that have paid for in full for the product.
3. **What Hallmark Group will do** – In the event that a claim is made and it is established to Hallmark Groups satisfaction that there is a manufacturing defect in the product in breach of the warranty, then Hallmark Group will, at its option, either repair the product at Hallmark Groups premises or on site (as elected by Hallmark Group) or provide replacement product (in a manner Hallmark Group considers reasonable).
4. **What the warranty does not cover** – This warranty does not extend to fair wear and tear, delamination or any damage, defects or failures within the product which (in Hallmark Groups opinion) directly or indirectly arise from or are due to, but are not limited to:
  - a. **Water damage** – Including damage from steam, excessive moisture; or
  - b. **Heat damage** – 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
  - c. **Heavy weight or impact** – 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
  - d. **Acidic food products** – 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
  - e. **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

f. **Failure to clean as recommended** – You must follow cleaning instructions set out in our Care & Maintenance section of the DecoForme product release document.

g. **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

h. **Incorrect installation** – All DecoForme products must be installed in accordance with the Building Code of NZ (NZBC) and any relevant NZ Standards and/or local legislation; 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

i. **Unauthorised modifications** – Any modifications or work to the product by any person other than DecoForme approved suppliers; or

j. **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

k. **Inadequate maintenance** – Including failure to follow procedures set out by the manufacturers; or recommendations and Care & Maintenance Guides; or

l. **Other specified causes** – Any other causes specified in the product information as being excluded from this warranty.

In addition, this warranty does not cover;

m. **Colour and gloss variations** – Any variations with the colour or gloss within the product including any replacement product, or any ageing 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 suppliers attention at the time you inspected the product or at any other time before the product is cut or modified in any way.

Further, Hallmark Group 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 Hallmark Group or any of its approved suppliers, employees or agents.

**Validity** – This warranty becomes valid only when DecoForme has been paid in full for all products used. 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.

**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 Hallmark Group to limit its liability for a breach of an implied condition or warranty) Hallmark Groups 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.

**Limitations** – Our goods come with guarantees that cannot be excluded under the NZ 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. The obligations of Hallmark Group under this warranty are limited to those set out and this warranty is expressly instead of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and not withstanding any course of dealing between the parties or custom and usage in the trade to the contrary.

**Inquiries** – Any inquiries into this warranty should be sent to:

Hallmark Group, 355 Flaxton Road, Rangiora 7400

or emailed to: [sales@hallmarkgroup.co.nz](mailto:sales@hallmarkgroup.co.nz)

*Remember to retain proof of purchase*

**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 DecoForme products have been installed.
- Colour and description of products installed.
- Description of how the product is defective.
- Photographs of any defects found in product.

After Hallmark Group receives your claim, we will contact you to discuss the claim