

1. Subject to the conditions and limitations set out in this Warranty below, AJ Bates Limited trading as Bates Surfaces warrants to the original purchaser of any PureCoat™ for interior residential or interior commercial use that Bates Surfaces will at its option, repair or replace any PureCoat™ product without charge if it is defective directly as a result of its manufacture or supply by Bates Surfaces or the materials used in its manufacture, during the first ten years after the initial purchase (proof of purchase will be required). Subject to paragraph 7, this obligation terminates at the expiration of ten years from the date of purchase of the product concerned from Bates Surfaces.
2. This Warranty does not cover any defect caused by:
 - a) Any act of God, any natural occurrence or any other circumstance beyond Bates Surfaces control; or
 - b) Failure to follow any procedures recommended by Bates Surfaces, at the time of fabrication, sale and/or installation for the installation of PureCoat™; or
 - c) Physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, wipe marks on darker colour surfaces, exposure to chemical products; or
 - d) General fading and discolouration or damage due to direct and indirect light (exposure to sunlight should be avoided); or
 - e) The product being used in a horizontal application or in applications that are not recommended by Bates Surfaces in the product literature published; or
 - f) Where the defect has been caused by faulty workmanship by any person other than Bates Surfaces; or
 - g) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations
 - h) Where another coating product has been applied to the surface of PureCoat™, such as, but not limited to, paint, varnish, lacquer, polish or cutting compounds.

The warranty also does not cover:

- i) Where the defect is trivial or insubstantial; or
 - j) Where, as at the date of notification of the defect to Bates Surfaces, the type or colour of the alleged defective product no longer forms part of Bates Surfaces standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is as close a type or colour match as is possible from Bates Surfaces then prevailing stock range; or
 - k) Anything that has been disclosed as a feature or limitation of PureCoat™ in any literature published by Bates Surfaces; or
 - l) Outdoor application.
3. This Warranty applies only to PureCoat™:
 - a) Purchased from Bates Surfaces on or after 4 October 2021 for interior residential or interior commercial use in New Zealand (for product purchased before 3 October 2021, you should contact Laminex New Zealand in relation to your warranty – www.laminex.co.nz);
 - b) That has remained installed at the location at which it was first installed after its sale by Bates Surfaces;
 - c) Which has been installed, maintained, used and protected in the manner recommended by Bates Surfaces, as at the relevant time of such installation, maintenance, use or protection, in its literature published from time to time concerning PureCoat™, a copy of which may be obtained, free of charge, at the point of purchase, by visiting www.batesurfaces.co.nz or by writing directly to Bates Surfaces at the address given below; and
 - d) Where Bates Surfaces has been notified of the defect within seven days of the first person becoming aware of it, and if that occurs prior to or during fabrication and/or installation, where Bates Surfaces has been immediately notified of the defect prior to any, or any further, fabrication and/or installation.
4. This Warranty will cover reasonable labour charges which are necessary for the repair or replacement of the PureCoat™ product covered by this Warranty.
5. A replacement product may not be reasonably available from Bates Surfaces in the same shape, type or colour as the original PureCoat™ product covered by this Warranty. If a replacement product of the same shape, type or colour is not reasonable available, Bates Surfaces reserves the right to provide a replacement product of as close a shape, type

and colour match as is reasonably possible from Bates Surfaces then prevailing product range in satisfaction of its obligations under this Warranty.

6. Except as expressly provided in paragraphs 1 and 7, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise relating in any way to PureCoat™ product (and any related liabilities) are excluded. Without limiting the generality of the preceding sentence, Bates Surfaces will not be under any other liability than expressly provided in paragraphs 1 and 7 in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of PureCoat™ product.
7. Where any applicable legislation implies any term, condition or warranty into the contract of sale between Bates Surfaces and a person, or Bates Surfaces' relationship with a person, which has acquired PureCoat™, or otherwise gives that person a particular remedy against Bates Surfaces, and that legislation or any legislation voids or prohibits and provision excluding, or modifying the application of, or exercise of, any liability under such term, condition, warranty or remedy, then that term, condition, warranty or remedy shall be deemed to be included in or, as the case may be, apply to that contract or relationship. However, Bates Surfaces' liability for any breach of such term, condition or warranty or under such remedy shall be limited, at Bates Surfaces option, in any one or more of the ways permitted by that legislation including, where so permitted:
 - a) If the breach related to PureCoat™ product:
 - i. the replacement of PureCoat™ or the supply of equivalent product;
 - ii. the repair of PureCoat™;
 - iii. the payment of the cost of replacing PureCoat™ or acquiring equivalent product; or
 - iv. the payment of the cost of having PureCoat™ repaired; and
 - b) If the breach relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
8. The provisions of this Warranty shall apply in addition to and not in substitution for Bates Surfaces Terms and Conditions of Sale. Where there is any conflict between the terms of this Warranty and the Terms and Conditions of Sale, unless Bates Surfaces in its sole discretion determines otherwise in writing, the Terms and Conditions of Sale (other than proviso (i) to clause 13.3) shall prevail.
9. Please note that the law may confer on persons rights arising out of the supply of PureCoat™. This Warranty should not therefore be read as an exhaustive statement of the rights of the original purchaser or any other person. Nothing in this Warranty shall affect any rights a consumer, as defined in the Consumer Guarantees Act 1993, may have under than Act.
10. This Warranty does not cover other product used or installed in connection with PureCoat™.
11. This Warranty is not transferable or assignable.
12. All PureCoat™ Warranty claims and/or defect notifications to be addressed to:

PureCoat Warranties
Bates Surfaces
PO Box 12073
Penrose
Auckland 1642

Any enquiries relating this Warranty should also be sent to this address.

Remember to retain your proof of purchase

Issued – October 2021