

Date: 7 February 2017

WCCI PTY LTD  
33 Morgan St (PO Box 741)  
Rockingham  
Western Australia  
6168 Australia.

## Limited Warranty for Maica Compact Laminate

1. Maica Laminates Sdn Bhd provides a warranty for a period of ten (10) years effective from the date of first purchase of Maica Compact Laminate (also known as maiCompact) panels, and that the maiCompact is reasonably free from manufacturing defects in materials, workmanship and within accepted tolerances, and shall conform in all material respect to our standard specifications or whatsoever standards tested for us from factory release point to the first point of transportation with the intention of delivery to first customer purchaser.
2. This warranty is not transferable, and expires upon resale or transfer by the first consumer purchaser.
3. This limited warranty shall not apply to defects or damage arising from any of the following:
  - a. damage caused by non-compliance or improper compliance by the customer and/or user with the guidelines and recommendations of the producer, national and local guidelines and legislation and recommendations of third parties;
  - b. damage caused deliberately by the customer and/or user;
  - c. damage caused by a wrongful act, negligence or improper use by the customer and/or user
  - d. consequential damage, damage to third parties and damage covered by any (liability) insurance policy of the customer and/or user and/or third party;
  - e. damage not reported in good time or in proper manner, or damage caused by incorrect or improper information provided by the customer and/or user;
  - f. damage resulting from storms, sandstorms or other natural disasters, acts of war, terrorism, or any other forms of force majeure.
  - g. general fading or discolouration or damage due to direct and indirect light.
  - h. variation in colour, pattern, shade of material against the sample material, display(s) and/or printed illustrations.
  - i. where the defect is trivial or insubstantial.
  - j. where the defect has been disclosed as a feature or limitation of the product in any literature published by Maica.
  - k. where, as at the date of notification of the defect to Maica, the type or colour of the alleged defective product no longer forms part of Maica's 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 possible from Maica's then prevailing stock range.
4. Under no circumstances shall Maica Laminates be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental, or consequential damages.
5. No fabricator, installer, dealer, agent or employee of Maica Laminates has the authority to modify the obligations or limitation of this warranty.
6. This warranty will apply provided that the instructions regarding storage, fabrication, installation and maintenance pertaining to maiCompact panels and the requirements for the underlying construction as included in the maiCompact catalogue, product specifications sheet, material handling sheet, certificates and whatever other collaterals – as applicable on the day of purchase – have been followed.  
In all cases, application and installation of maiCompact panels must be in accordance with national and/or local building regulations and guidelines and recommendations of third parties. In the event of any discrepancy between these regulations and guidelines with recommendations by Maica pertaining to maiCompact, the customer shall confer with the producer before installation.
7. In the case that a claim is valid under the provision of this limited warranty, Maica shall, at its sole option and discretion, either repair the defective panel(s), replace the defective panel(s) or offer a reimbursement (maximum to the price of the defective panel(s) only). If Maica chooses to replace the defective panel(s), Maica is only obliged to supply panel(s) that matches the colour of the panel(s) originally supplied as closely as possible and is not obliged to supply an identical colour.
8. A claim under this warranty must be reported to the authorized Maica personnel in writing immediately, accompanied with the invoice for the faulty panel, within 30 calendar days after the date that the non-compliance could reasonably have been discovered, with supportive photography of the item or a return of the faulty product.