

# **Ten Year Warranty Information**

Thank you for choosing Infinity Solid Surface. Please complete the following information and send to:

Amorini Australia. 28 Starr Avenue. North Plympton. S.A. 5037

Date Purchased:
Purchased from:
Customer Name:
Customer Address:
Customer Phone No.:
Customer Email Address:



Guaranteed to last.

Infinity is designed to last for life and is backed by a 10 year limited warranty when installed by our accredited installers



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## Warranty

Amorini Australia Pty Limited ('Amorini Australia') warrants to you ('the Customer'), the owner of an 'Infinity Worktop', that Amorini Australia will, subject to this Warranty, replace or repair the Infinity Worktop if it fails due to any defect in materials or workmanship during the first ten (10) years from the date of purchase ('Warranty').

#### **Exclusions**

This Warranty does not cover the following circumstances:

- 1. Where the Infinity Worktop has not been maintained expressly in accordance with the 'Infinity Care and Daily Use Guidelines' attached to this Warranty.
- 2. Where the Infinity Worktop has been moved from its original place of installation.
- 3. Where the Infinity Worktop has at any time been exposed to an exterior environment.
- 4. Where the Infinity Worktop has not been used for its particular purpose (interior or decorative surface use).
- 5. Normal wear and tear, natural fading due to direct or indirect exposure to ultra violet light or sunlight.
- 6. Alteration of any part of the Infinity Worktop by any persons other than an employee of Amorini Australia or a sub-contractor/agent of Amorini Australia.
- 7. Where the Infinity Worktop has not been paid for in full.
- 8. Damage caused by improper or inadequate residential or commercial use, care or maintenance of the Infinity Worktop or any breach of Infinity Care and Daily Use Guidelines.
- 9. Damage caused by improper installation, site preparation or site maintenance.
- 10. Damage caused by any material modification or misuse, resulting from non compliance with installation procedure.
- 11. Damage caused by physical, chemical or mechanical abuse to the Infinity Worktop.
- 12. Damage caused by excessive heat due to non-use of heat pads or damage due to heat transmission resulting from non-compliance with the appliances installation procedure.
- 13. Damage caused by Acts of God and nature.

This Warranty does not cover any other products or goods (other than the Infinity Worktop) that may be provided by any supplier or manufacturer (including Amorini Australia).

# **Exclusion and Limit of Liability**

Some legislation (including the Trade Practices Act 1975 (Cth)) implies terms, conditions and warranties into contracts for the supply of goods and prohibits the exclusion, restriction or modification of those terms, conditions and warranties. This Warranty is limited such that it does not exclude, restrict or modify any of those rights.

To the extent permitted by law, Amorini Australia's liability under this Warranty (including in relation to any breach of a condition or warranty subject to that law) is limited to replacement or repair of the Infinity Worktop or the cost of replacing or repairing the Infinity Worktop only. Slight colour variations can occur between production batches of the Infinity Worktop; therefore Amorini Australia can not guarantee

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that material colours to facilitate said repairs can be matched exactly to existing worktop material. Except as provided in this Warranty, and as far as the law allows:

- Amorini Australia will not be liable in either tort or contract for any loss or direct, indirect, consequential or incidental damages arising out of the use of an Infinity Worktop;
- 2. Amorini Australia makes no other warranty of any kind, whether express or implied with respect to the Infinity Worktop; and
- 3. Amorini Australia specifically disclaims any implied warranties of merchantability and fitness for a particular purpose other than interior or decorative surface use.

# **Cascading Warranty Coverage**

Amorini Australia's responsibility under this Warranty is limited to the following set timing (being inclusive time periods commencing on completion of installation) and percentage coverage:

**Year 1-3** – 100% of material and labour (at cost) will be covered:

**Year 4-6** – 75% of material and 50% of labour (at cost) will be covered:

**Year 7-9** – 50% of material and 25% of labour (at cost) will be covered; and

**Year 10** – after installation, 25% of material and 0% of labour (at cost) will be covered.

### **Making a Warranty Claim**

In order to make a 'Warranty Claim', the Customer needs to submit with the Warranty Claim, a proof of purchase for the Infinity Worktop, and:

- 1. Any replacement or repair of the Infinity Worktop needs to be first authorised in writing by Amorini Australia or its appointed representative and is only to be executed by an accredited Fabricator and Installer, authorised by Amorini Australia from the Accredited Network of Fabricators and Installers.
- 2. If Amorini Australia is unable to replace or repair a defective Infinity Worktop which is covered by this Warranty, Amorini Australia shall, at its sole discretion, refund the purchase price of the Infinity Worktop only, in accordance with the timing limitations and reducing percentages expressed in this Warranty.
- 3. The Customer must hand over the Infinity Worktop to Amorini Australia or its appointed representative.

#### Jurisdiction

The laws in the Commonwealth of Australia govern this Warranty. The parties submit to the exclusive jurisdiction of the Courts of the Commonwealth of Australia.



