



Warranty Guide





Warranty Guide

Limited 10 year warranty

Kandui Technologies Pty Ltd (Kandui) warrants that its green ceramics tiles (Product) will remain free from defects arising from the manufacture of the Product (Defects) for a period of ten (10) years from the date of installation of the Product (Warranty Period).

If a Product is assessed to contain Defects during the Warranty Period, Kandui will replace the the Product (excluding labour) in accordance with, and subject to, the terms and conditions set out below.

This warranty applies only to the original purchaser of the Product and is not transferable to anyone else, including subsequent owners.

Except for consumer guarantees set out in the Competition and Consumer Act 2010 (Cth) (Act), Kandui does not make any further warranties or representations in relation to any products.



Terms and Conditions

This warranty only applies:

1. to a Product in which Defects occur on or prior to expiry of the Warranty Period;
2. when a Product is used in accordance with any applicable published specifications and guides, and is properly installed by a qualified, licensed stonemason in accordance with any installation recommendations provided by Kandui; and
3. when the installation of the Product is inspected and approved by an authorised representative of Kandui on completion to ensure that the relevant standards have been maintained including any published installation recommendations of Kandui.

This warranty does not apply:

1. to any Defect caused to a Product by misuse, mishandling neglect, accident or ordinary wear; or
2. to any use of the Product for a purpose for which the Product was not sold or designed or used in violation of any applicable standard; or
3. to the incorrect installation or assembly of the Product or to use, installation or assembly which is not in accordance with any specified instructions for use, installation or assembly; or
4. to any damage to products sold in conjunction with a Product or to any damage resulting from the installation or assembly of any Product; or
5. to any repair, modification, tampering, subsequent fabrication or other workmanship by you or any person other than an employee of Kandui or an authorised representative of Kandui; or
6. to any Product used for flooring or in any outdoor application (including swimming pools) or any excessive exposure to sunlight, chemicals, flames or excessive heat; or
7. to any damage to the Product resulting from placing hot items, including but not limited to hot pans, electric frying pans or oven trays, on the Product;
8. to any damage to the Product resulting from the use of products which contain trichlorethane or methylene chloride (such as paint removers or strippers) or cleaning agents which have high alkaline/pH levels;
9. to any irregularity in the slab used to create the Product which existed in the material prior to fabricating and installation and were present in the final installed Product; or
10. to any material surface variations within or on the surface of the Product. These are inherent in the manufacturing process and are a characteristic of the Product; or
11. to any colour variation or discolouration of the Product due to excessive exposure to direct sunlight; or
12. to any defect in, or damage to, the Product arising from the Product not being cleaned and maintained in accordance with Kandui's Care and Maintenance Guide; or
13. to any variation in the shading, material distribution and reflectivity of the Product, including any such variations between any sample of the Product and the Product supplied. Given the Product is manufactured from natural materials, each slab is unique and variations in the shading, material distribution and reflectivity of the Product are naturally occurring; or
14. to any cracks or chips which develop in the Product after installation; or

15. to faults caused by inadequate or incorrect site preparation before installation of the Product; or
16. to Product which have been moved from their original place of installation; or
17. to Product which has been installed in or around a fireplace or heater; or
18. to Product which has been not been installed by a qualified, licensed stonemason; or
19. where a claim is not made in accordance with the procedure set out below under the heading "Making a claim" or
20. subject to the Act, to anything other than a Product assessed to contain Defects.

Making a Claim

You must file a claim under this Warranty within twenty-eight (28) days after the occurrence of an event which gives rise to a claim pursuant to the Warranty Terms and Conditions. Notice should be in writing and sent to 13 Osborne Street, Gerringong NSW 2534 or via email at sales@kandui.com.au

Limitation of Liability

In no event shall Kandui be liable for any other loss, costs or damages, including without limitation lost profits or revenues, indirect, incidental special or consequential damages.

Australian Consumer Law

The benefits to you given by this warranty are in addition to other rights and remedies you may have under any law in relation to the Products to which this warranty relates. Our Products come with guarantees that cannot be excluded under the Australian 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 Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure.

Privacy

In order to provide this warranty to you, Kandui collects personal information from you when you purchase the Product and when you make a warranty claim. For that purpose, it may be necessary for Kandui to share that personal information, including information which identifies you personally, to other organisations.

Governing Law

These Warranty Terms and Conditions are in accordance with the laws of the State of New South Wales, Australia.

