

Lifetime Warranty Indoor Collection

FOR SYNTERRA STONE SLABS





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Standard Warranty

1.1 Statutory Warranty

This Warranty is provided in addition to other rights and remedies available in respect of the acquisition of products by a “Consumer” (as defined in the Competition and Consumer Act 2010 (Cth)). The following applies in respect of Australian sales to a “Consumer”: Our goods 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 for 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.

1.2 Warranty Period and Details

- a) Subject to the terms of this Warranty, we warrant that the Product will remain free from defects in material and workmanship arising from the manufacture of the Product for the life of the Product from the date of installation of the Product until the Product is removed, altered or replaced.
- b) This Warranty does not cover any services provided with for or to the Product including fabrication and installation and any associated workmanship.
- c) This Warranty is available only to the original Customer of the Product and is not transferable to subsequent property owners or purchasers.

1.3 Conditions of Warranty

The Warranty is subject to the following conditions:

- a) The Customer acknowledges that it or its agent had the opportunity to visually inspect the Product at the time of delivery, and acknowledges that the Product was undamaged and free of visible defects. The Customer’s or its agent’s acceptance of delivery of the Product shall be considered acknowledgements for the purpose of this section 1.3(a).
- b) The price for the Product has been paid in full.
- c) The Product is permanently installed and has not been removed from its original installation.
- d) The Product is fabricated/installed by a licensed, qualified stonemason.
- e) The installation and maintenance of the Product are entirely in accordance with the Fabrication & Installation Guide and the Care & Maintenance Guide.
- f) This Warranty is registered by the Customer or its agent within 14 days after the installation of the Product through our online registration form at www.betterstone.com.au/warranty

This Warranty does not apply where the above Conditions of Warranty are not complied with.

1.4 Claim and Verification

- a) To make a claim against the Warranty, the Customer must do so within 14 days after the occurrence of an event which gives rise to its claim, by giving notice to us in writing. The Customer needs to have its original sales invoice (printed or email) to begin the claim process.
- b) We have the right to establish to our satisfaction that the Product defect or failure is within the scope of this Warranty and that all of the above Conditions have been met.
- c) The Customer must provide documentation supporting its claim if reasonably required by us. The Customer must do all things which we reasonably require to be done to assess if the Conditions of Warranty have been complied with by the Customer and to determine the cause of defect or failure. We may require the Product to be examined in situ to determine the cause of defect or failure.
- d) In the event that the Customer fails to comply with the obligations under this section 1.4, the Customer shall be deemed to have waived all rights under this Warranty.

1.5 Contact Information

For Warranty claims or enquiries, please contact us via the following contact information:

Email: warranty@betterstone.com.au

Mail: Better Stone

35 Enterprise Street

Caloundra West, QLD 455

1.6 Remedies

- a) To the maximum extent permitted by law (including the Australian Consumer Law), our liability under this Warranty is limited, at our option, to any of the following:
 - (i) the replacement of the Products or the supply of equivalent products;
 - (ii) the refund of the value of the Product;
 - (iii) the repair of the Products.
- b) This Warranty does not include, and we will not assume, any costs relating to trades, damages, penalties, or any other materials (such as plumbing, electrical, tile, cabinets, flooring, etc.), except where statutory liability for us arises under the Australian Consumer Law or similar legislation.
- c) The remedies under section 1.6 are the exclusive remedies available under this Warranty. We are not liable for injury to persons, loss of income, profit or business, or any consequential, liquidated, exemplary or other damages, that might result from any defect or failure of the Product, except where statutory liability for us arises under the Australian Consumer Law or similar legislation.

1.7 Exclusions

a) Other than as expressly set out in this Warranty, and the warranties that cannot be excluded under the Australian Consumer Law (and any other law), we exclude all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees.

b) Despite anything else in this Warranty, to the extent permitted by law this Warranty does not cover any defect in, or damage to the Product, that is attributable to, or is a result of:

- (i) misuse or abuse (including but not limited to, damage from mishandling the Product, damage from excessive heat or weight, uneven exposure to direct sunlight, outdoor exposure and use, physical or chemical abuse and damage from improper care and maintenance);
- (ii) fabrication, installation or any other work done to the Product other than in accordance with applicable law or the Fabrication & Installation Guide;
- (iii) the Product being used as anything other than a benchtop or splashback surface, including as flooring, in any outdoor application (including swimming pools);
- (iv) any modification or alteration to the Product including product thickness;
- (v) the Product not being cared and maintained in accordance with the Care & Maintenance Guide;
- (vi) hot items being placed directly on the Product (including, but not limited to, hot pans, electric frying pans or oven trays); and
- (vii) exposure to chemicals or solvents such as (but not limited to) acetone, thinners, paint stripper, cleaners that have high alkaline/pH levels.

c) In addition, this Warranty does not cover nor extend to:

- (i) chips, cracks, or any other impact damage. Chipping and cracks are not a material fault. Chipping is normally a direct result due to impact to the edge of the surface. Cracks are usually a direct result of:
 - excessive weight (sitting, climbing, or standing on the Product)
 - excessive heat (trivets and hot pads should always be used)
 - movement in joinery or house as a whole
 - "U" or "L" shaped cut out/improper fabrication and installation.

Any crack emanating from a cook top cut-out or sink cut-out is not covered under this Warranty, as these are not caused by any fault in the Product.

- (ii) surface scratches which appear on the Product where proper care has not been exercised. The Product is a very durable material and scratch resistant, however it is not scratch proof. Reasonable care should be taken including the use of a cutting board.
- (iii) Product installed with a known or visible manufacturing defect at the time of installation.
- (iv) seam performance or seam appearance, adhesives, caulks or any other accessory items. Once the Product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation or thermal shock.
- (v) creative use of the Product including bending or curving.
- (vi) the installation of sinks, other plumbing fixtures or appliances.
- (vii) mitered edges where the joint is not cut correctly.

1.7

viii) the actual and final installed Product is not guaranteed to be an exact colour-match to Product samples, photographs or displayed material, which are indicative only. The appearance of each slab will vary depending upon lighting conditions, placement, and viewing angle. This Warranty does not apply to Product variations in the colour, background tone, mineral distribution, and reflectivity within or on the surface of the Product, as these are inherent in the manufacturing process and are a natural characteristic of the Product. It is recommended for the Customer to view the whole slab before any colour selection.

(ix) spots or “beauty marks” smaller than a ten- cent (10) piece. A certain level of spots or ‘beauty marks” are inherent in the manufacturing process and do not affect the structural integrity of the Product.

(x) stains or discoloration is not covered by this Warranty. Although the Product is stain resistant it is not stain proof. The likes of red wine and other strong coloured items should be cleaned off the Product straight away. The discoloration of the Product may occur if it is exposed to direct sunlight or silicon (or similar) products over prolonged periods.

(xi) fireplaces vary in design and construction and in the amount of heat output and this Warranty does not apply to any Product that has been damaged when used in such types of installations.

1.8 Governing Law

This Warranty shall be governed and interpreted according to the laws applying in the State of Queensland, and, where applicable, the Commonwealth of Australia.

Reference Schedule – Definitions



All terms within this Warranty are to have the meaning given to them in this Reference Schedule, unless the context in which they are used indicates otherwise.

Term	Definition
We/us	BETTER STONE PTY LTD ACN 677 258 730
Customer	The purchaser, whether a natural person or corporation, of the product
Warranty	This document in its entirety; no other document provided by us is to be considered part of this Warranty unless expressly provided by this Warranty.
Product	Better Stone: Synterra Synthetic Claystone Slabs.
Australian Consumer Law	Schedule 2 of the Competition and Consumer Act 2010 (Cth) as amended, and current at the time of the sale of the Product to the Customer.
Care & Maintenance Guide	The care and maintenance guidelines supplied by us together with the Product and this Warranty.
Fabrication & Installation Guide	The fabrication and installation guidelines supplied by us together with the Product and this Warranty.

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