

Hallmark Veneer Warranty

Hallmark Veneer is covered by a product warranty for a period of **7 years**, subject to the terms and conditions below. Hallmark Group Ltd warrants to the original purchaser that it will, at its option, repair or replace any Hallmark Group veneer & panels without charge if it is defective directly as a result of its manufacture during the first 7 years after initial purchase, subject to the conditions and limitations set out in this warranty.

Appearance of Veneer

As a natural product, veneer may have natural features such as pin knots, gum, figure, mild-indentations, slanted/curved direction of grain, paling-fence-effect, different leaf widths, off-centred crowns etc, and manufacturing features such as join lines and knife rub-marks. These are not defects but intrinsic features of natural wood veneer and its processing.

Natural veneer may vary in appearance between different logs, within logs, from samples to actual current stock and from the images on our website or Veneer Book compared to samples or the veneer used on a project.

As it is not possible to cover all associated manufacturing materials, conditions, products and methods, the end-user is responsible for carrying out the necessary tests and trials to check that the veneer, coating type, fabrication methods, associated materials and cleaning products/methods are suitable for the application.

Terms & Conditions of Warranty

- 1. This warranty does not cover any defect caused by:
- a) Any natural occurrence, or any other act or circumstance beyond Hallmark Group's control; or
- b) Failure to follow any of the recommendations and advice made by Hallmark Group on their website or printed literature, or in associated documents and downloads on their website.
- c) Physical abuse, misuse, vandalism, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, the use of non-recommended coatings; or
- d) General fading or discolouration or damage due to direct and indirect light from both natural and artificial sources.
- e) General fading or discolouration or damage due to raw veneer being exposed for a long time, unfinished/unsealed, to air; or

- f) The product being used in applications that are not recommended by Hallmark Group; or
- g) Faulty workmanship by any person other than Hallmark Group; or
- h) Variation in colour, pattern, shade of material against the sample material, display/s and/or electronic and/or website and/or printed images.

This warranty also does not cover:

- i) Where the defect is trivial or insubstantial; or
- j) Where, as the date of notification of the defect to Hallmark Group, the type or colour of the alleged defective product no longer forms part of the Hallmark Group's standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is a close type or colour match as is possible from Hallmark Group then prevailing stock range; or
- k) Where the defect has been disclosed as a feature or limitation of the Hallmark Group laminates, veneers & panels in any literature published by Hallmark Group; or
- I) The presence of natural features of individual species, wood, wood veneer, dyed veneers and wood veneer laminates, either generally or of a specific species, such as but not limited to knots, coarse grain, gum-veins, small holes, leaf-width variation and joining effects such as "paling fence effect" and join lines. Such natural and intrinsic features of wood and wood veneer and their processing, and variations in appearance, are not material defects; or
- m) Natural variation in appearance between different leaves or sheets of veneer, between different logs of veneer, within a log or between different dye batches. Such natural and intrinsic features of wood and variations in appearance due to natural variation, processing and dying are not material defects; or
- n) Outdoor application
- o) Wet area application
- p) Matters beyond the control of Hallmark Group such as coating type and methods used to make the finished fabrications such as walls, ceilings, joinery, furniture etc
- 2. This Warranty applies only to Hallmark Group veneers & panels:
- a) Purchased from Hallmark Group for interior residential or commercial use within mainland New Zealand (limited to the North & South Islands, plus Stewart & Waiheke Islands).
- b) That have remained installed at the location at which it was first installed after its sale by Hallmark Group;
- c) Which have been installed, maintained, used and protected in the manner recommended by Hallmark Group, as at the relevant time of such installation, in the Hallmark Veneer Book, a copy of which may be downloaded, free of charge, at https://www.hallmarkgroup.co.nz/veneerpanel;
- d) Where Hallmark Group has been notified in writing of the defect within 7 days from the time the defect would have become apparent to a reasonably diligent person (or, if the defect was apparent, or would have been apparent to a reasonably diligent person prior to installation, the claim must be made prior to installation). The customer must allow Hallmark Group to promptly inspect the product to verify the defect;

- **3.** The sole remedy for breach of this warranty shall be that Hallmark Group will either (at the Hallmark Group's discretion):
- a) Supply a replacement for the affected product;
- b) Repair or rectify the defective product; or
- c) Pay the cost of replacing, repairing or rectifying the affected product.
- **4.** Hallmark Group reserves the right to discontinue products or change prices and dimensions and other attributes of products. A replacement product may not be reasonably available from Hallmark Group in the same species, log, batch, cut, thickness, size, shape, type or colour as the original Hallmark Group veneer covered by this warranty. If a replacement product of the same species, log, batch, cut, thickness, size, shape, type or colour is not reasonably available, Hallmark Group reserves the right to provide a replacement product of as close a species, cut, thickness, size, shape, type or colour match as is reasonably possible from Hallmark Group then prevailing product range in satisfaction of its obligations under this warranty. In the event that Hallmark Group accepts a claim under this warranty, and that acceptance involves the re-coating of any product(s) then the customer accepts that there may be slight colour differences between the original and replacement.
- **5.** Hallmark Group will not be under any other liability 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 the Hallmark Group veneers & panels.
- **6.** The limit of liability for is up to the value of the goods supplied by Hallmark Group, and supply is subject to our standard terms and conditions.
- **7.** This warranty does not cover any other product used or installed in connection with the Hallmark Group veneers & panels.
- **8.** This warranty is not transferable or assignable.
- **9.** Any enquiries regarding this warranty should be sent to Hallmark Group sales@hallmarkgroup.co.nz. Enquiries can also be made by calling 0800 846 237. Please provide a description of how the Hallmark Group veneers or panels product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).

This warranty is provided in addition to statutory guarantees under the Consumer Guarantees Act 1993 and does not limit or exclude any rights you have under that Act or any other applicable law.