WARRANTY

Hush Panels
acoustic and decorative panelling

Hush Panel Warranty

Our Definitions:

- "Hush Panels or Hush Panels NZ" – Cooper Webley (2006) Limited trading as Hush Panels NZ.
- "Residential" – Any product application installed in a residential setting, including but not limited to houses, townhouses or multi-residential apartments.
- "Commercial" – Any product application installed in non-residential premises such as, but not limited to, offices, restaurants, bars, religious buildings, educational, healthcare, private business or retail outlets.
- "Warranty Term" – Commences on the date of invoice until the end of the 5 year Warranty Term

1. Subject to the conditions and limitations set out in this warranty, Cooper Webley (2006) Limited trading as Hush Panels New Zealand warrants to the original purchaser of any Hush Panels for interior residential or interior commercial use that Hush Panels NZ will at its option, repair or replace any panel without charge if it is defective directly as a result of its manufacture during its first five years. Subject to paragraph 7, this obligation terminates at the expiration of five years from the date of invoice of the product concerned.

2. This warranty does not cover any defect caused by:
a) any act of God, any natural occurrence or any other circumstance beyond Hush Panel NZ's control; or
b) failure to follow any storage, installation, maintenance, cleaning or otherwise procedures recommended by Hush Panels NZ either supplied with product or via our online website www.hushpanels.co.nz; or
c) physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
d) general fading and discolouration or damage due to direct and indirect light (exposure to sunlight should be avoided); or
e) the product being used in applications that are not recommended by Hush Panels NZ in the product literature published or literature of the manufacturer; or
f) where the defect has been caused by faulty workmanship by any person other than Hush Panels NZ; or
g) Variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations.

This warranty also does not cover:
h) where the defect is trivial or insubstantial; or
i) where, as at the date of notification of the defect to Hush Panels NZ, the type or colour of the alleged defective product no longer forms part of Hush Panels NZ's standard stock range and the complainant does not agree to the supply of a replacement which is as close to type or colour match as is possible from Hush Panel NZ's then prevailing stock range; or
j) anything that has been disclosed as a feature or limitation of Hush Panels; or
k) outdoor application.

3. This warranty applies to Hush Panel/s:
a) Purchased from Hush Panels NZ for interior residential or commercial use in New Zealand;
b) That has remained installed at the location at which it was first installed after its sale by Hush Panels NZ and has not since been re-installed;
c) Which has been installed, maintained, used and protected in the manner recommended by Hush Panels NZ, see www.hushpanels.co.nz/resources/;
d) Where Hush Panels NZ has been notified of the defect within seven days of the first person to become aware of it.

4. Costs of claiming:
a) Hush Panels NZ will cover the expense of re-suppling the panel/s including delivery thereof. All other expenses including removal of defected panels, and installation of replacement panels is not covered under this warranty and is at the expense of the purchaser.

5. A replacement product may not be reasonably available from Hush Panels NZ in the same shape, type or colour as the original panel/s covered by this warranty. If a replacement product of the same shape, type or colour is not reasonably available, Hush Panels NZ reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from Hush Panels NZ then prevailing product range in satisfaction of its obligations under this warranty.

6. Except as expressly stated in paragraphs 1 and 7, Hush Panels NZ excludes all terms, conditions, warranties, guarantees, and representations, whether express or implied, statutory or otherwise, relating to Hush Panels.

To the fullest extent permitted by law, Hush Panels NZ is not liable for any loss or damage, including consequential loss, arising directly or indirectly from its products, regardless of the cause, including negligence.

7. If any applicable law implies a term, condition, or warranty into the contract between Hush Panels NZ and a purchaser, or otherwise grants the purchaser a remedy against Hush Panels NZ, and that law prohibits exclusion or modification of such rights, then they will apply to the contract.

However, where permitted by law, Hush Panels NZ's liability for any breach of such terms, conditions, or warranties will be limited at its discretion to:

(a) For product-related claims:
Replacement of the product or supply of an equivalent product;
Repair of the product;
Reimbursement of the cost of replacement or acquiring an equivalent product; or
Reimbursement of the cost of repairs.

(b) For service-related claims:
Re-performance of the service; or
Reimbursement of the cost of having the service performed again.

8. This warranty applies in addition to, not as a replacement for, Hush Panel NZ's Conditions of Sale.

In the event of any conflict between this warranty and the Conditions of Sale, the Conditions of Sale will take precedence, unless Cooper Webley (2006) Limited decides otherwise at its sole discretion.

9. Our goods are supplied subject to such guarantees as cannot be excluded under the Consumer Guarantees Act.

10. This warranty does not cover any other product used or installed in connection with Hush Panels.

11. This warranty is exclusively for the original consumer purchaser and cannot be transferred or assigned to any other party.

12. Any inquiries regarding this warranty should be sent to Cooper Webley (2006) Limited, trading as Hush Panels NZ, 64 Beatty Street, Tahunanui, Nelson 7011. Phone (03) 5470010. Website: www.hushpanels.co.nz

To claim this warranty, please send the following written details to the address set out above:

- Your name, address and telephone number
- A copy of your proof of purchase
- If Hush Panels have been installed - the address of installation, the date of installation, the name of the person and company that installed it,
- Description of how the Hush Panel/s product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).
- After we receive your written claim, we will contact you to discuss. In some circumstances Hush Panels NZ may need to remove a sample of the installed product for testing.

Hush Panels NZ is marketed and distributed by Cooper Webley (2006) Limited.