

Product Warranty

1. Subject to the conditions and limitations set out in this warranty below, Absolute Stone Surfaces Pty Ltd trading as Fibonacci Stone (**Us, We or Our**), warrants to the original purchaser (**You**) of Fibonacci Stone products for residential and commercial use (**Products**) that We will, at our option, repair or replace the Product without charge if the Product fails directly as a result of a defect in its manufacture or material used in its manufacture, during 3 years after You purchase the product and upon Your presentation to Us of proof of purchase. This warranty terminates 3 years after You purchased the Product.
2. To the fullest extent permitted by law this warranty does not cover any defect or damage caused by:
 - (a) any act of God, any natural occurrence or any other circumstance beyond Our control; or
 - (b) physical abuse, negligence, vandalism, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, unauthorised alteration or repair, exposure to chemical products, and/or normal 'wear and tear', including without limitation, fractures, burns, scratches, stains, cuts, wine marks and scuffs on the Product (regardless of whether this was caused by You); or
 - (c) use of the Products for any purpose other than the use for which the Product was intended; or
 - (d) failure to follow the Care and Maintenance instructions of the Product; or
 - (e) general fading and discolouration;
 - (f) variation in colour, pattern and shade in the Product against the sample product, displays and/or printed illustrations; or
 - (g) thermal shock, excessive heat, or excessive weight;
 - (h) failure to follow any procedures recommended by Us for the fabrication and installation of the Product;
 - (i) failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joint or seams;
 - (j) faulty workmanship by any person subsequent to Our supply of the Product;
 - (k) anything which has been disclosed as a feature or limitation of the Product (regardless of whether such disclosure is made verbally or in writing); or
 - (l) a defect which is, in Our opinion, trivial or insubstantial.
3. This warranty applies only to Products:
 - (a) which have been purchased from Our authorised representatives for residential or commercial use in Australia;
 - (b) which have not been moved from their original place of installation or at any time been reinstalled;
 - (c) which have been installed, handled and used in strict compliance with Our recommendations, instructions and directions contained at www.fibonaccistone.com.au or provided to You in writing by Us; and
 - (d) where You gave use written notice of Your complaint within 7 days of first becoming aware of it.
4. This warranty will only cover labour charges to the extent that they are reasonably necessary for the repair or replacement of a Product covered by this warranty.
5. If We determine that a replacement product is not available in the same colour, shape, finish or size as the Product covered by this warranty We reserve the right to provide a replacement product of as close a size, colour, shape and finish as is reasonably possible from Our current stock range in satisfaction of Our obligations under this warranty.
6. To the extent permitted by law, We will not be liable in respect of the warranty:

- (a) for loss caused by the fact that We no longer stock a type or colour match of Product;
- (b) for injury or damages of any kind or nature to person or property;
- (c) for any special or consequential damages;

caused as a result of a defect in a Product.

7. Subject to any condition or warranty implied in Your favour at law which cannot lawfully be excluded, to the fullest extent permitted by applicable law Our liability under this warranty or in connection with the Product is limited to:

- (a) in the case of services provided to the purchaser:
 - (i) the re-supply of the services; or
 - (ii) the payment of the cost of having the services supplied again,
 at Our election; and
- (b) in the case of Products:
 - (i) the replacement of the Products or the supply of equivalent products;
 - (ii) the repair of the Products;
 - (iii) the payment of the cost of replacing the Products or acquiring equivalent products; or
 - (iv) the payment of the cost of having the Products repaired,
 at Our election.

8. Neither party may transfer or assign this warranty.

9. To be eligible for this warranty, You must fill out the attached registration card and mail it to Us at the address given below within 30 days of purchasing a Product. To the extent permitted by law this warranty (and its exclusions, limitations and reservations) is the sole warranty for the Products and We disclaim any other implied warranty or claimed in respect of the Product. This warranty cannot be altered or modified by any party once the warranty registration card has been completed and returned to Us, and prior to such time may only be altered or modified by Us in writing.

10. Any question with regard to this warranty should be addressed to enquiry@fibonaccistone.com.au

Customers Details -

Contact Name:

Phone:

Address (Where Fibonacci Stone is Installed):

STATE POSTCODE

Date Installed:/...../ 20.....

Installers Details –

Business Name:

Contact Name:

Phone:

Purchased Date -/...../ 20.....

Purchased From -

Contact Name:

Phone: