

niche. surfaces

10 Year Limited Product Warranty

NICHE SURFACES – 10 YEAR LIMITED PRODUCT WARRANTY

1. Definitions

“Product” means Niche Surfaces mineral surface slabs supplied by Niche Surfaces.

“Warranty Period” means ten (10) years from the date of installation.

“Purchaser” means the original end user who purchased the Product.

“Niche Surfaces” means the supplier/distributor of the Product.

2. Warranty Grant

Subject to the terms and conditions set out in this document, Niche Surfaces warrants that the Product will remain free from defects arising from the manufacture of the original slab material for the duration of the Warranty Period.

This Warranty applies only to the original Purchaser and is non-transferable.

3. Scope of Warranty

This Warranty:

- a) Applies only to the Product itself; and
- b) Covers manufacturing defects in the slab material only.

This Warranty does not cover fabrication, installation, transport, handling, or third-party services.

4. Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL).

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, and to have the goods repaired or replaced if they fail to be of acceptable quality.

This Warranty is provided in addition to your rights under the ACL.

5. Warranty Exclusions

This Warranty does not apply to defects or damage caused by:

- Improper fabrication, installation, handling or transport
- Impact damage, chips, cracks or excessive loading
- Heat exposure, chemicals, solvents or UV exposure
- Failure to follow care and maintenance guidelines
- Normal wear and tear including scratches and stains
- Natural variations in colour, pattern or finish
- Structural movement or inadequate support
- Modifications, relocation or misuse of the Product
- Acts of nature

6. Material Performance Disclaimer

Niche Surfaces products are scratch resistant but not scratch proof, heat resistant but not heat proof, and highly durable but not indestructible.

Cracking, chipping and physical damage are typically caused by external factors and are not considered manufacturing defects.

7. Inspection & Acceptance

The Product must be inspected prior to fabrication and installation. Any visible defects or concerns must be reported prior to fabrication.

Claims after installation relating to these matters will not be accepted.

8. Warranty Conditions

This Warranty is valid only where:

- The Product is fabricated and installed by a qualified professional
- The Product is used as intended
- Care and maintenance guidelines are followed
- The Product remains in its original installation location

9. Claims Process

Claims must be submitted in writing within 28 days of the issue being identified and include proof of purchase, installation details and supporting evidence.

Use of the affected Product should cease where further damage may occur.

10. Assessment

Niche Surfaces reserves the right to inspect the Product and determine the cause of the issue under standard industry conditions.

11. Remedies

Niche Surfaces may, at its discretion:

- Repair the Product
- Replace the affected material
- Refund the original material cost

12. Limitations of Liability

This Warranty applies to the Product only and does not cover labour, removal, reinstallation, transport or consequential loss.

13. Costs of Claims

Any costs incurred in making a claim are the responsibility of the Purchaser unless otherwise agreed in writing.

14. Privacy

Personal information may be collected for warranty processing and customer support in accordance with applicable laws.

15. General

This Warranty supersedes all previous versions. Niche Surfaces reserves the right to amend these terms at any time. If any provision is unenforceable, the remaining provisions will continue to apply.