

Hallmark Decorative – WoodWall Warranty

Hallmark Decorative is a division of Hallmark Group Ltd (the Company), a NZ-owned company. We proudly stand behind our product quality. If any of our products fail to meet product standards claimed we will work with the relevant parties to help resolve the issue.

Product Warranty

Hallmark Group offers a 7 year warranty on WoodWall when used for its intended purpose and is stored and installed in accordance with best practice and relevant Standards and New Zealand Building Code requirements.

The WoodWall warranty covers all variants within the WoodWall range for a minimum of 7 years from the date of purchase. Hallmark Decorative warrants that PureMatte products will be free from defects caused by factory workmanship or materials and, subject to compliance with usage, storage and application conditions described in the WoodWall General Information and Installation Instructions documents. This document does not exclude or modify any legal rights a customer may have under the Consumer Guarantees Act.

Warranties, Exclusions & Limitations

1. Subject to this clause Goods are warranted to be free from defects in workmanship and materials for a period of seven years from the date of issue of a Tax Invoice by the Company for the Goods.
2. Provisions of the Consumer Guarantees Act and other statutes from time to time in force which apply to this agreement may imply warranties or conditions or impose obligations upon the Company which cannot be excluded, restricted or modified except to a limited extent. This agreement must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which the Company is entitled to do so its liability under those statutory provisions shall be limited at the option of the Company to:
 - a. the replacement of Goods or the supply of an equivalent;
 - b. the payment of the cost of replacing Goods or of acquiring an equivalent;
 - c. the payment of the cost of having Goods repaired; or
 - d. the repair of Goods.
3. Subject to clause 1, all conditions and warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, capacity, quality, design, fitness for any purpose, safety of or title to Goods are hereby negated and excluded to the full extent permitted by law.

4. Subject to clause 1, the Company hereby excludes all liability for any loss, damage, death or injury of any kind whatsoever occasioned by the Purchaser in respect of the supply of Goods including direct, indirect, consequential or inconsequential loss, damage or injury of any kind whether due to the negligence of the Company or otherwise.
5. This warranty does not apply to damage resulting from faulty or incorrect installation or handling once delivered and/or incorrect finishing, application of incorrect chemicals, accident, alteration, misuse, tampering, negligence, abuse or wear and tear, use of incorrect or non-approved glues and/or primers (where applicable) and/or application to unsuitable substrate or failure to adequately prime substrate surface (where applicable).
6. Neither colour variation or inconsistency in different logs or blocks, colour change or damage due to exposure to direct or indirect light, heat and/or reaction to glues nor failure to finish surfaces adequately are considered defects. Exposure to direct sunlight should be avoided. The Company does not warrant product colour and consistency in these circumstances.
7. Failure to comply with the installation instructions, requirements, recommendations guidelines posted on the Company's website (www.woodwall.co.nz) will not be considered a defect or defects.
8. The Company excludes all liability for loss or damage arising from installation of the Goods by any installation contractor recommended by the Company. The Purchaser agrees to conduct its own due diligence into any referred contractor and to accept full responsibility for its own choice of contractor.
9. The Company will use its best endeavours to pass on to the Customer the benefit of any warranties or guarantees it receives from its supplier in regard to the Goods.
10. Where Goods comprise timber veneer, polished samples of timber veneer surfaces supplied are not warranted as representative of the finished article. Variation of colour, pattern or consistency of Goods compared with samples, displays or illustrations are not warranted.

Claim Procedure

The Purchaser shall upon delivery of the Goods but prior to unpacking any packed Goods notify the Company within 3 business days of any damage to the packing that may have resulted in damage to the Goods and shall request inspection by a Company representative prior to unpacking the Goods.

The Purchaser shall notify the Company within fourteen (14) days of delivery of any claim it may wish to make pursuant to the preceding clause and shall request immediate inspection of the Goods by a Company representative.

Where notices are not received by the Company within those time limits the Purchaser shall be deemed to have accepted the Goods and any claim will only be accepted at the discretion of the Company.

No claim whatsoever will in any event be accepted once Goods have been installed save in regard to the production defects warranty in Clause 1.

Until the claim is accepted or denied by the Company the Purchaser shall retain possession of the Goods.

All enquiries in relation to this warranty should be addressed in writing to:

Hallmark Group Customer Service

355 Flaxton Road, Rangiora 7400

Email: info@hallmarkgroup.co.nz

Phone: 03-313 4754