



**FLOATING FLOORS** Pty Ltd

## TIMBER COLLECTION

### **DOMESTIC WARRANTY FOR QUALITY AND WEAR LAYER**

**Floating Floors Pty Ltd** offers a 25 year warranty on the wear layer. **Floating Floors Pty Ltd** warrants that, under normal residential conditions and with proper maintenance, the **Miraphen™ “Anti-Scratch”** coating system will not wear through within 25 years. Gloss reduction and scratches are not considered wear through and are therefore not covered by this warranty.

**Floating Floors Pty Ltd** offers a 25 year warranty on the structural quality of the **Timber Collection**. Product will be supplied as “First Grade” unless specified and will be within Australian Standards and Manufacturer’s tolerances for quality.

#### **THESE WARRANTIES ARE OFFERED UNDER THE FOLLOWING CONDITIONS:**

##### **INSTALLATION**

**Floating Floors Pty Ltd Timber Collection** is to be installed in strict accordance with the current written installation instructions.

##### **WET AREAS**

**Floating Floors Pty Ltd Timber Collection** is not to be installed in bathrooms, saunas, laundries or any other area in which high levels of steam, humidity and or moisture is present.

##### **MAINTENANCE**

**Floating Floors Pty Ltd Timber Collection** is to be maintained in strict accordance with the current written maintenance instructions. Use of cleaning agents such as oils, ammonia-based cleaning liquids, steam mops, etc, will void warranties.

##### **LIMITED WARRANTY**

The structural and wear warranties for **Floating Floors Pty Ltd Timber Collection** as stated above are limited to the original purchaser and may not be assigned or transferred. In the case where a builder makes the purchase, this warranty is limited to the owner for 1 year after practical completion of works.

Structural and wear warranties are subject to the condition that the flooring is suitable for indoor areas only, and is to be installed and used in accordance with **Floating Floors Pty Ltd Timber Collection** installation and maintenance instructions.

#### **THE FOLLOWING ARE EXCLUDED FROM THESE WARRANTIES:**

##### **COLOUR VARIATION**

Timber is a natural product and colour and grain variation will occur. Samples, pictures and brochures displayed and or provided are indicative of species only and will not match the floor installed. Other variations will also occur such as small knots, grain variation, gum/sap marks and mineral marks. **All variations are normal and not considered defects; therefore do not form part of these warranties.**

##### **IMPROPER INSTALLATION**

**Floating Floors Pty Ltd Timber Collection** is to be installed in strict accordance with the current written installation instructions. Improper installations shall void all warranties.

##### **SUB-FLOOR HEATING**

**Floating Floors Pty Ltd Timber Collection** does not extend these warranties to floors used over heated sub-floors.

**IMPROPER MAINTENANCE** See over

**Floating Floors Pty Ltd Timber Collection** is to be maintained in strict accordance with the current written maintenance instructions. Use of cleaning agents such as oils, ammonia-based cleaning liquids, steam mops, etc, will void warranties.

#### **EXTREME CONDITIONS**

The humidity level in the home must be maintained between 40%-65% year round, using humidifiers/de-humidifiers where appropriate. Floors subjected to humidity levels outside this range may exhibit signs of checking (small surface cracks in the veneer and coating). Checking is not considered a product fault and is not covered by these warranties.

#### **ABUSE OR MISUSE**

These warranties do not cover damage caused by (and not limited to) indentations, scratch damage caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand.

#### **WATER DAMAGE**

These warranties do not cover damage caused by moisture penetration through the sub-floor, flooding, leaking plumbing, overflowing hydrostatic pressure or other similar water damage.

#### **ALTERATIONS AND REPAIRS**

Alterations to the flooring will void any and all except implied warranties. No warranty is provided to cover repairs. Re-surfacing and repairs or replacements shall not extend the warranty period.

#### **INSECT INFESTATION**

These warranties do not cover any insect infestation once the product has left the factory. The product leaves the factory free of insect infestation.

#### **RE-INSTALLATION**

If **Floating Floors Pty Ltd** chooses to replace or re-install warranted planks, the following applies. Unless expressly provided in the warranty description herein, **Floating Floors Pty Ltd** is not obligated to provide for, or to incur the costs of, repair or re-installing defective flooring, or re-surfacing or re-finishing the replaced surrounding flooring. An obligation to replace or repair does not extend to any sub-floor material, adhesives, supplies or other items consumed in the course of removal, installation or re-finishing.

#### **LIABILITY LIMITATIONS**

*Floating Floors Pty Ltd Timber Collection is intended for use in residential settings with light to normal traffic conditions. This statement of warranty is the only warranty, expressed or implied provided by Floating Floors Pty Ltd for this product. This warranty does not apply to any products designated or sold as "B-Grade", which is sold "as is". Except as stated herein, no other warranty, expressed or implied is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty period. Under no circumstances shall Floating Floors Pty Ltd be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from a special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorneys fees, even if Floating Floors Pty Ltd or its representatives have been advised of the possibility of such damages before sale. In no event shall Floating Floors Pty Ltd be obliged to cover the costs of old or new materials other than Floating Floors Pty Ltd brand product, and any warranty thereto is limited to the warranty, if any, provided by Floating Floors Pty Ltd. In no event shall the liability exceed the amount of defective materials issued by the distributor, sales representative, builder, installer and or retailer. Any claim for warranty coverage must be made within one year of the date upon which the defect first became known or first should have been discovered. All claims must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation location; without such proof, no warranty coverage will apply. This warranty gives you specific legal rights and you may have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional stress and punitive damages, and in such events, the exclusion or limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. To obtain services under these warranties, start at the source where you have purchased your flooring.*

