

envirofloor WARRANTY

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Australian Wood Company Pty Ltd (ABN 90 611 310 313) ("the COMPANY") provides the following warranties for its envirofloor engineered flooring products (the "Products") to the original purchaser from the date of purchase ("Warranty"):

- » 25-year limited warranty for the finish covering wear through of the coated surface (to bare timber) greater than 1 square centimetre in single area under normal household conditions in accordance with the terms listed below, provided all care and maintenance guidelines has been followed at all times.
- » 5-year limited warranty for the finish covering wear through of the coated surface (to bare timber) under commercial conditions in accordance with the terms listed below, provided all care and maintenance guidelines has been followed at all times. A meaningful commercial warranty will be issued on project base, please contact the COMPANY to discuss your requirements.
- » Lifetime limited structural warranty covering manufacturing defects including warping, buckling or bond failure under normal use from the date of installation.

Under the terms of this Warranty, the COMPANY undertakes to repair or replace any defective Products during the applicable warranty period. The choice of remedy is at the option of the COMPANY. If a replacement product is supplied, the warranty period remains based on the original date of purchase.

TERMS AND CONDITIONS

- » Warranties apply in Australia
- » Warranty applies to the original purchasers while they reside in the dwelling where the Products are installed.
- » Warranty applies to the floor installed and maintained in accordance with the company's installation recommendations, and care and maintenance guidance. Warranty exclude improper installations.
- » Warranty is subject to the floor being regular, and adequate care and maintenance recommended by the COMPANY. Warranty excludes improper maintenance and inadequate care.
- » Warranty excludes any visible defects noted after installation, the owner's obligation to reasonably inspect the floor before installation for any these visible defects and faults.
- » Warranty excludes any movements from building settling or uneven sub-floor.
- » Warranty excludes accidents, abuse or misuse
- » Warranty excludes indentations from stiletto heels on shoes

- » Warranty excludes any water damage or damage caused by excessive dryness
- » Warranty excludes discolouration due to excessive sunlight
- » Warranty excludes any consequential or incidental damages such as any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring

AUSTRALIAN CONSUMER LAW

The following statement applies if the supply of the Products to the purchaser is a consumer sale as defined by Australian Consumer Law. In this statement, 'Our' means 'the COMPANY', 'You' means the 'purchaser' and 'goods' means 'Products':

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Notwithstanding the preceding clause and to the extent permissible by law, the COMPANY's liability is limited, in relation to the Products and at the option of Australian Wood Company, to:

- » replacing the Products or the supply of equivalent Products;
- » the repair of the Products;
- » the payment of the cost of replacing the Products or of acquiring equivalent Products; or
- » the payment of the cost of having the Products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and the COMPANY is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the purchaser for:

- » any increased costs or expenses;
- » any loss of profit, revenue, business, contracts or anticipated savings;
- » any loss or expense resulting from a claim by a third party; or any special, indirect or consequential loss or damage of any nature whatsoever caused by the COMPANY's failure in complying with its obligations.
- » The benefits given to the purchaser in the Warranty are in addition to other rights and remedies under law in relation to the Products or Services to which this Warranty applies.

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**MAKING A CLAIM**

Should you believe your envirofloor is failing to perform in accordance with this ENVIROFLOOR WARRANTY or your Australian Consumer Law rights, please contact your retailer to arrange a site inspection with the following:

- » Evidence of the date of its original purchase. The original sales receipt is the purchaser's best proof of purchase; and
- » Description of the specific problem with photos if possible.
- » Notice from the purchaser in writing of the alleged defect prior to the expiration of the applicable warranty period; and
- » Evidence that the Product was installed in accordance with Brumby Range installation instructions; and
- » Evidence that the Products were not subject to any of the exclusions set out in the TERMS AND CONDITIONS.

Retailer will take appropriate action to investigate the claim by possibly access to the purchaser's premises to undertake any procedures it deems appropriate to inspect the Products that are subject to the warranty claim.

In circumstances where the COMPANY reasonably requires it, the purchaser must at his expense organise return freight of the affected Products to the retailer or the COMPANY's nearest office for evaluation.

In case any part of your Envirofloor fails to perform in accordance with any of this warranty, the COMPANY will supply free of charge the following percentage (in quantity) of the order for replacement Envirofloor or of comparable quality to replace the affected area of the floor through your original retailer (or another retailer in your area nominated by the COMPANY). You are responsible for paying for the balance of the flooring and the installation costs.

**Year in which your claim is made,
calculated from the date of installation:**

Year 1 to 5	100%
Year 6 to 10	70%
Year 11 to 15	40%
Year 16 to 20	20%
Over 20 years	10%

CONTACT DETAILS

Should you be unable to contact your retailers, or if you do not get a satisfactory response from your retailer, or if you want to discuss the warranty terms and service please contact the COMPANY:

Australian Wood Company Pty Ltd
Unit 6, 4-20 Violet St, Revesby NSW 2212
Telephone 02 9792 8986
www.auswood.com.au
Email accounts@auswood.com.au