

# Laminate Flooring Warranty Guidelines

## 3.1 Warranty

The benefits to the consumer under our warranty are in addition to other rights and remedies under a law in relation to the goods or services to which the warranty relates. The warranty requires that the consumer immediately contact the warranty provider upon becoming aware of a suspected product defect and ceases installing or using the goods. All claims require supporting documents and inspection reports as bound by the warranty terms and conditions. All expenses related to warranty claims are the responsibility of the consumer making the warranty claim. Our goods come with guarantees that cannot be excluded under the 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 major failure. The original purchaser of Clever Choice flooring in Australia is offered the following warranties effective for purchases made after 1<sup>st</sup> May 2008. Please note this product is warranted for indoor use only, installed as a floating floor, and is not transferrable in the event of a property sale. The warranty only becomes effective when full payment has been made.

## 3.2 Limited Surface Warranty – 25 years AC5 / 20 years AC4 / 15 years AC3 Residential / 5 years Commercial

The manufacturer warrants to the original purchaser that the Laminate coating will not wear through under normal conditions of wear and tear, for the periods specified above from the date of purchase. Gloss reduction & scratches caused by regular traffic are not considered wear through.

## 3.3 Structural Integrity Warranty - 25 years AC5 / 20 years AC4 / 15 years AC3 Residential / 5 years Commercial

The manufacturer warrants its product in its original manufactured condition to be free from defects in material and workmanship, including lamination, assembly, dimension and grading. (May not apply to special or non-standard grade specifications, as advised at time of sale).

## 3.4 Expectations

Laminate flooring will continue to expand and contract during normal seasonal temperature and humidity changes. Product, when properly installed, may experience slight expansion and contraction during normal seasonal temperature and humidity changes, which is normal and excessive movement due to extreme weather conditions is to be expected. If board separation does occur, due to inadequate perimeter spacing, it is not covered by this warranty. Expansion gaps should be installed as required and as recommended in our installation guide supplied in every carton. The removal of skirting or trims may be required for rectification. Any subsequent damage or rectification costs to fixtures, skirting or trims is not covered by manufacture warranty. Being manufactured from a natural material and digital prints, colour variations can occur between batches. Colour and appearance can also be affected by exposure to ultraviolet light and oxygen. If a product is thought to be defective by the person doing the installation, that person should contact Clever Choice immediately and/or return the stock to your dealer for inspection and possible replacement **prior to** installation. Installation implies acceptance of the appearance, relating to features visible at purchase, once the products are installed. If CLEVER CHOICE flooring should fail to meet the terms of the warranty, CLEVER CHOICE and the manufacturer, at its option, will either supply replacement product from the current range or parts to repair or replace the defective product, or refund the purchase price of the defective product prorated over the remaining life of this limited warranty. A minimum of 10% of the total installed surface area must be affected for the warranty to apply. This warranty is exclusive. It covers the repair or replacement of defective materials only. It does **not** cover labour costs. Installation of replacement products will be at the buyer's expense. The above remedy is the customer's only remedy for claims under this warranty.

## 3.5 Conditions of warranty

The manufacturer will honor claims under this warranty, only if **all** of the following conditions are satisfied:

**5.5a** The customer must provide proof of date of purchase, the original purchase invoice, evidence that he/she is the original purchaser and show the floor is at the original site of installation.

**5.5b** At all times between purchase and installation, the flooring must be properly stored according to installation instructions.

**5.5c** This warranty applies to interior residential construction only.

**5.5d** The flooring must be installed in accordance with the manufacturer's installation instructions. Relative humidity in the area of use must be maintained within a range of 40% to 60%.

**5.5e** CLEVER CHOICE flooring must be maintained in accordance with the manufacturer's recommendations.

**5.5f** The manufacturer must receive written notice within 30 days after discovery of any claimed defect or failure covered under this warranty. The manufacturer must be given 60 days following notice to inspect the product to confirm if any manufacture defect is present. Written notice should be sent to CLEVER CHOICE. The manufacturer or its representatives must be given the opportunity to inspect the floor prior to any repair or alteration.

**5.5g** The warranty will be made void if unusual man-made or natural disasters – including leaks, broken plumbing, fire, flood, rising water, earthquake or standing water – occur during or after installation. These issues should be covered by your home insurance.

## 3.6 Warranty Exclusion

The manufacturer's warranty does not cover the following:

**5.6a** Indentations, scratches, damage caused by negligence or accident, water erosion, insect attack, animals, high-heeled or spiked shoes.



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- 5.6b** Failure to follow the manufacturer's written floating floor installation instructions, including protecting the floor from sub-floor moisture.
- 5.6c** Exposure to excessive heat, moisture, sunlight or improper humidity & temperature in the area.
- 5.6d** Improper maintenance, insufficient protection or misuse. The use of steam mops voids your warranty.
- 5.6e** Where sub-floor heating temperature is not controlled.
- 5.6f** Improper alterations to original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties.
- 5.6g** Changes in colour or appearance due to full or partial exposure to sunlight, weather, ageing or refinishing.
- 5.6h** Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately leveled (+/- 2mm over 2m).
- 5.6i** Squeaking and creaking where any vertical movement is present, either due to unlevel subfloor or boards being under pressure during natural movement. Floating floors may naturally creak or squeak in areas.
- 5.6j** Residence being locked up for extended periods of time will void warranty due to the inability to control temperature and relative humidity.
- 5.6k** Where the boards have been directly stuck to the subfloor.
- 5.6l** Where trims have not been installed as per installation guidelines. 8m (width) & 12m (length) and at doorways.

### **3.7 Warranty Disclaimers**

The foregoing is in lieu of all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except as covered by Common Law. The manufacturer is not liable for loss of use or any other incidental or consequential costs, expenses or damages incurred by the original purchaser. This warranty gives you specific rights and you may also have other rights that may vary from state to state. It should be read in conjunction with CLEVER CHOICE PTY LTD General Terms and Conditions of Sale (available upon request).

**For more information on Clever Choice Design floors, please contact your supplier or go to our website [www.cleverchoice.com.au](http://www.cleverchoice.com.au)**