

Definitive Hybrid Flooring.

Warranty

Definitive Hybrid Flooring is to be installed in conjunction with the Definitive Hybrid Flooring - Floating Floor Installation and Maintenance Guidelines.

30 Year Residential Warranty:

Definitive Hybrid Flooring is offered with a 30 year residential warranty to the original purchaser that the top wear layer will not wear through under normal conditions of wear and tear from the date of original purchase. This warranty, to the original purchaser only warrants that the product will not delaminate, warp or twist subject to the conditions of the warranty and exclusions throughout. The planks must be inspected prior to installation, and any planks deemed not fit for service should not be installed and will not be covered by the warranty. Damage including scratches and gloss reduction from regular traffic is not considered to be a defect or wear through and is not covered by this warranty. This warranty covers the original manufactured boards to be free from delamination, defects in material or workmanship, or dimensions. Flooring installed in residential rental (including AirBnB) properties is covered by the 10 year light commercial warranty.

10 Year Light Commercial Warranty:

Definitive Hybrid Flooring is offered with a 10 year light commercial warranty to the original purchaser that the top wear layer will not wear through under normal conditions of wear and tear from the date of original purchase. This warranty, to the original purchaser only warrants that the product will not delaminate, warp or twist subject to the conditions of the warranty and exclusions throughout. The planks must be inspected prior to installation, and any planks deemed not fit for service should not be installed and will not be covered by the warranty. Damage including scratches and gloss reduction from regular traffic is not considered to be a defect or wear through and is not covered by this warranty. This warranty covers the original manufactured boards to be free from delamination, defects in material or workmanship, or dimensions.

This warranty is conditional on:

- Installation – The product is to be installed by an accredited flooring installer, in strict accordance with the current written installation instructions (please ask your retailer for these specific guidelines) and in accordance with the professional installation guidelines and Trade Practices Act 1974.
- Maintenance – Care guidelines must be adhered to.
- The subfloor has been constructed in accordance with the relevant building standards, current at the time of installation.
- Non-assignment – The warranty is limited to the original purchaser only and may not be assigned or transferred. Proof of purchase including but not limited to date of purchase, original purchase price, purchase number, and that they were the original purchaser. The floor must be at the original installation site.
- The flooring must be stored appropriately.
- Full payment, the warranty becomes effective when full payment for the product has been received.
- Indoor interior use only – This warranty only covers products used indoors for residential purposes only.
- The flooring must be installed in accordance with the installation instructions. It is recommended the room temperature is controlled to 10°-30°C, while Relative humidity in the area of use must be controlled within a range of 30% to 70% at all times.

General Exclusions: This warranty does not cover damage to the floor caused by any of the following:

- Lipping of boards from the installation process. Lipping occurs from poor or incorrect installation when the boards do not lock together properly and is not covered by this warranty. If lipping is visible it is advised the damaged boards are removed and replaced.
- Although Definitive Hybrid Flooring is waterproof and very durable, it is not suitable to be laid outdoors or in humid spaces such as saunas etc. This warranty does not cover flooring laid in unsuitable areas. If you are not sure if it is suitable to be laid in specific areas, we recommend you contact your reseller for advice. Other health related issues may arise from installing in unsuitable areas such as mould. We take no responsibility for any such issues.
- Minor separation. Definitive Hybrid Flooring will expand and contract slightly under different conditions (temperature, humidity, sunlight exposure etc) and may have slight expansion or separation between boards, this is considered normal. This is not covered by this warranty.
- Any boards that are installed are considered to be accepted by the installer / builder or homeowner and will not be covered by this warranty.
- Damage caused intentionally, recklessly, negligently or by accident will not be covered by this warranty.
- Damage to the click system.
- Scratches, gloss reduction, indentations, damage caused by accident or negligence, water ingress, insects, animals, high-heeled or spiked (including studded) shoes, chemicals or high traffic areas.
- Changes in appearance, including damage caused by the sun or its UV rays. Damage caused by exposure to excessive heat, direct sunlight or improper humidity (including moisture from inadequately prepared subfloors).
- Damage caused by improper protection, use or maintenance.
- Noises (squeaks etc.) associated with anything other than the manufacturing of the flooring.
- Not being installed as outlined in the current installation instructions. Faulty or defective workmanship caused by the floor installer.
- Any manmade or natural disasters including but not limited to flooding, leaking or broken pipes, fire, and earthquake during or after installation.
- Subfloor heating temperature exceeds 27°C.
- Variation – This warranty does not cover variation in the appearance of the floor. Samples displayed or provided or photos are indicative only and are within normal industry standards, and no warranty is given that such will match the supplied product. Variations include and are not limited to colour, gloss level, and general variation. These natural variations are not considered defects and will not form the basis of any claim under this warranty.
- No heavy furniture should be placed on any floating floor as the floor needs to be able to move. Heavy objects may prevent the flooring from natural expansion and contraction which may lead to possible failure, gaps, squeaking or other damage that will not be covered by this warranty.
- Any issues relating to excessive moisture such as but not limited to mould which may occur from but not limited to inadequate subfloor preparation, leaking, flooding, spills not being cleaned immediately or excessive humidity.
- Damage relating to moisture ingress. All spills must be wiped up immediately.
- Improper subfloor ventilation or drainage.
- Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately levelled. This may lead to failure in the locking system.
- Once the flooring has been installed, it is considered that site related matters such as substrate suitability and the product have been accepted by the installer / contractor or builder. The product manufacturer warranties do not cover installation and site suitability. Once installed the product is deemed to be suitable for use and plank defects that should have been removed or assessed prior to installation will not be covered by this warranty.
- Cannot be laid over an existing floating floor.
- Issues relating to moisture ingress. Although Definitive Hybrid Flooring is waterproof, moisture ingress may occur. Any issues such as mould, damaged substrate or anything else will not be covered by this warranty.

Any warranty claims must be received by your supplier within 30 days of discovery of any defect in the product, along with proof of purchase including but not limited to date of purchase, original purchase price, purchase number, and that they were the original purchaser the identity of wholesaler or retailer and the location of installation. The supplier will acknowledge within 60 days of the receipt of written notice and must be given the opportunity to inspect the floor prior to any repair or replacement is to take place. Additional time may be required if an independent expert opinion is required. The supplier must be given the opportunity to inspect the floor prior to any warranty repairs being undertaken.

Any rectification works covered by this warranty will not be covered without written approval by the supplier and if undertaken without approval will void this warranty. A minimum of 10% of the total installed surface area, visible from a standing height, must be affected for the warranty to apply. The expectations of the person making the complaint must be in line with what is considered fair and reasonable by the Australian timber flooring industry.

If the product has been proven to become faulty after installation, the supplier at its option will either; supply a 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 warranted period.

Note:

- Flooring will continue to expand and contract during normal seasonal temperate and humidity changes. The product, when properly installed, may experience slight expansion and contraction during normal seasonal temperature and humidity changes, which is normal. More excessive movement due to extreme weather conditions will not be covered by this warranty.
- Variation will occur from boards, cartons, pallets and batches and is acceptable and will not be covered by any warranty claims.
- Planks should not be unpacked overnight and or left loose prior to install.
- Expansion trims and gaps (including perimeter gaps) should be installed as required. Board separation may occur due to inadequate perimeter spacing.
- Heavy objects and furniture should not be situated on any floating floor installation. This can lead to the floor failing to respond to contraction and expansion, which can cause squeaking and possible failure.
- Ensure appropriate care is taken when handling to make sure damage to the planks does not occur especially to the locking system, edges and corners.
- This warranty does not guarantee the product to be suitable for a particular purpose or use. It is the responsibility of the user to ensure that the intended use is suitable and appropriate.

Limitation of Liability:

- Except for the costs incurred by the seller in repairing or replacing the flooring or by refunding the purchase price, the supplier will not be liable for any loss and damage suffered by the purchaser including but not limited to the costs of alternative accommodation, the cost of furniture removal, legal costs, damages arising from loss or use of the goods, damages for physical inconveniences, any indirect, special or consequential damages or injury to any person, corporations or other entity.
- If any Goods supplied to the Buyer as a 'consumer' within the meaning of the term in the Australian Consumer Law as amended or relevant state legislation, the Buyer will have the benefit of certain non-excludable rights and remedies in respect of the Goods and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy conferred by law. If the Goods are a product not ordinarily acquired for personal, domestic or household use or consumption, pursuant to section 64A of the Australian Consumer Law, H&S limits its liability to payment of an amount equal to the lowest of: (i) the cost of replacing the Goods or supplying equivalent Goods, (ii) the cost of repair of the goods and (iii) the cost of having the Goods repaired or replaced.