All Type Flooring

ABN: 68 778 537 123
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PO Box 606
Mt Hawthorn WA 6915

RESIDENTIAL USE LIMITED WARRANTY

Aristocrat Vinyl Planks

4.5 – 5mm x 1200mm x 180mm

1. SCOPE OF APPLICATION

This Residential Use Limited Warranty applies to our rigid core vinyl and thermoplastic flooring, purchased from an authorized dealer and installed and used residentially. Residential use is defined as normal household use.

2. WARRANTIES

2.1. WEAR WARRANTY

We warrant to the original purchaser that the wear layer on our flooring:

- In its original manufactured condition, will be free from manufacturing defects.
- Will not wear through the decorative surface. Scratches, indentations, or reduction in gloss level are not considered wear.
- Will not stain from normal household consumable items such as food or drink.

Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

2.2. STRUCTURAL WARRANTY

We warrant to the original purchaser that our flooring:

- In its original manufactured condition, will be free from manufacturing defects.
- Will not delaminate.

Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

2.3. MOISTURE WARRANTY

We warrant that all vinyl flooring and thermoplastic composite flooring in its original manufactured state to the original purchaser from the date of purchase, under normal and reasonable use, and the surface, when properly installed, shall be resistant to damage from mopping or normal household spills. This means planks or tiles will not swell, buckle or lose integrity. The moisture warranty does not cover flooding, leaking pipes, household mechanical failures and/or appliance leaks. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

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2.4. PET WARRANTY

We warrant that the floor will resist staining caused by pet (domestic cat, dog or other) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for the warranty period. However, accidents should be cleaned up immediately (within 24 hours), as the longer they sit, the more difficult they will be to remove. Any damage to the subfloor and/or surrounding structure caused by pets is not covered by this warranty.

3. EXCLUSIONS AND CONDITIONS

3.1. GENERAL EXCLUSIONS AND CONDITIONS

- Damage arising from failure to follow the relevant installation, care, maintenance, and use instructions of this warranty and the installation instructions provided.
- Damage caused by the use of underlayment for flooring with a pre-attached pad or using improper underlayment for flooring without a pre-attached pad.
- Damage arising because the flooring is exposed to extreme cold or extreme heat as specified in the provided installation manual.
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Damage caused by spills which are not removed promptly.
- Normal wear and tear of the flooring.
- Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Changes in color or appearance resulting from, but not limited to, sunlight exposure or heat exposure.
- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).
- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in, for example, the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to “abrasives” such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.

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- Damage to click joints or indentation due to heavy rolling loads (e.g., motorized wheelchairs).
- Damage caused by the collection of dirt and moisture at entrances due to the lack of interior and exterior doormats.
- Damage caused by shoes having heeltaps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on the flooring with spike-or stiletto-heeled shoes.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid on your floor using at least 1/4" / 6 mm hardboard, and the item should be gently "walked" across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches to the floor.
- Damage caused by non-compliant casters on furniture. Barrel-type caster wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- Damage caused by hard narrow furniture rollers. They must be replaced with wide rubber rollers.
- Indentation or scratching caused by heavy furniture or appliance legs not fitted with non-staining, flat-surfaced protective cups or glides at least 2" / 5 cm in diameter.
- Squeaking, popping, clicking, creaking, and other acoustical phenomena associated with flooring installation, the substrate, structural movement, or environmental conditions.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than 25 mm^2. This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold "as is".

It is the responsibility of the purchaser and the installer, whether they are professional installers or do-it-yourselfers, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows/discovers or can reasonably be supposed to know/discover (for example when the default is visible), that the flooring has a visible manufacturing issue, *do not install the flooring*. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our

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warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. *Any attempt to repair or replace the flooring without our consent will void this warranty.*

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights.

No implied warranties extend beyond the term of this written warranty.

4. WHAT YOU SHOULD DO IF ANY OF THE ABOVE-LISTED PROBLEMS OCCUR

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable. In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, molding, underlayment, moisture barrier, etc.
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect. Provide additional information requested by the factory to understand the root cause of the issue.

5. WHAT WE WILL DO

If we honour a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material or we will refund the price of the flooring. *No labour costs will be paid if the flooring was installed by the consumer (DIY) rather than a certified professional installer, and no labour costs will be paid after 36 months from the date of original purchase.* If the flooring was originally installed by a certified

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professional installer and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labour costs to perform the repair or replacement.

This repair or replacement or refund will be a pro-rated percentage cost of the flooring material and labour cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 8 years after purchase on flooring warranted for 10 years, then 20% of the flooring material cost will be considered.

For Lifetime Residential Use Limited Warranty Aristocrat Vinyl planks, the warranty term is a total of a ten year period from date of supply.

This warranty is limited to the designs, colors, structures and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value. We will always try to take into account the wish of the customer.