

Residential Warranty

Jacobsen®

Jacobsen Residential Product Ranges

Jacobsen warrants that the following products will be free of defects in materials and workmanship for a period of 15 years.

- All Residential Vinyl Ranges
- All Residential Carpet Ranges
- Shaw Contract and Aspecta Luxury Vinyl Tile Ranges
- Wood Flooring

We further warrant that these products will not require replacement due to normal wear within the specified period from the date of installation, provided they are installed and maintained in accordance with the manufacturer’s written instructions.

If a claim is submitted to us in writing within the stated warranty period after installation, and our investigation confirms that the material was installed and maintained according to the specifications but has failed under the terms of this warranty, our liability is limited to supplying the necessary materials to replace any defective merchandise (at our cost).

These warranties are subject to the exclusions listed below.

Pro-rated Rate

Residential products (excl. timber floors)

Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15+
Prorated Material Cost %	100	100	100	100	100	90	80	70	60	50	40	30	20	10	5	–

Timber floors

Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15+
Structure %	100	95	85	80	75	70	65	60	55	50	40	30	20	10	5	–
Coating %	100	80	40	20	10	–	–	–	–	–	–	–	–	–	–	–

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The warranty does not apply to the following:

1. Products sold as "Seconds", "Damaged", "Clearance", "Off goods" or "as is".
2. Defects caused by an improper installation, that is not in accordance with the manufacturer's most recent laying instructions for the products.
3. Products that have been mishandled, used for purposes other than domestic use or improperly stored.
4. Damage resulting from fire accidents including (but not limited to) aggressive chemical exposure, explosions, pollution, flooding, freezing conditions, lightning, carelessness, vandalism, lack of entrance barrier matting or damage during transport, storage, and handling before or during installation.
5. Products with visible defects that were cut or installed, despite the defects.
6. Products that have been improperly maintained or not maintained in accordance with the manufacturer's instructions and specifications.
7. Products where deterioration is caused by an uneven subfloor.
8. Differences in colour, gloss and embossing structure between the products supplied and pictures or samples, as well as differences resulting from manufacturing variations including colour changes between production batches.
9. Damages caused by stains, burns, cuts, grooves, friction, scratches, accidental indentations or discolouration resulting from carpet backing, painted surfaces or yellowing related to an external product, such as asphalt or tar.
10. Fading and/or discolouration.
11. Defects and damage caused by the use of inappropriate castors on chairs, tables, or other furniture.
12. Discolouration caused by waxed furniture feet that may leave permanent marks.
13. Indentation from high and spiked heels.

14. Failure to maintain the recommended hygrometry levels before, during and after installation.

15. Stains, discolouration or any damage caused by adhesive migration.

This express limited warranty is the only warranty provided by Jacobsen and is available only to the original purchaser of the product. Jacobsen makes no other warranty, either express or implied, of any kind.

This warranty supersedes all prior discussions, negotiations, understandings and agreements between Jacobsen and the customer regarding the specified product ranges on page one of this document.

No installers, retailers, distributors, or employees are authorised to modify the obligations, disclaimers, exclusions, or limitations outlined in this express warranty.

To the extent allowed by applicable laws, Jacobsen shall not be liable for loss of profits, direct, indirect, incidental, special, consequential, or other damages under this warranty or from any cause, whether based on warranty, negligence, breach of contract, strict liability, or other legal theory.

In the event that this warranty is found to be inconsistent with or in violation of any applicable law, such provision shall be modified or superseded to the extent necessary to comply with that law. The remainder of this warranty shall remain in full force and effect and shall not affect its validity or enforceability.

Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 ("CGA") except as permitted by law. If any provision conflicts with the CGA, these terms shall be modified to the extent necessary to comply with the CGA.

If the products are acquired by a customer for business purposes, the customer agrees that the following legislation will not apply:

- (a) sections 9, 12A and 13 of the Fair Trading Act 1986; and
- (b) the CGA.

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