

# Moray

# Warranty Terms & Conditions

#### 25 Year Residential Wear Warranty

All XpertPro Moray Laminate flooring is sold with a 25 Year Residential Wear Warranty from the date of purchase. Commercial area warranties are available on request.

## **5 Year Waterproof Surface Warranty**

All XpertPro Moray Laminate flooring is sold with a 5 Year Residential Waterproof Surface warranty effective for 5 years from the date of purchase. Commercial warranties are again available on request.

#### Who is covered?

The original purchaser is covered. In the case that a builder or developer purchases the flooring, the occupant of the residential home 12 months after purchase of the flooring will be entitled to cover under this warranty, effective from the date of the initial purchase.

#### What is covered?

**Residential Wear Warranty -** This warranty covers wear through of the surface of the floor (show through of the HDF core) in a single area greater than 4cm<sup>2</sup> within 25 years.

**Waterproof Surface Warranty -** This warranty covers damage by water or liquid from the surface (top) of the floor within 5 years of the purchase date.

Both warranties are reliant upon XpertPro Moray Laminate Flooring Installation Instructions being followed closely when installing XpertPro Moray and XpertPro Moray Laminate Flooring Care & Maintenance Guidelines should be followed at all times after your flooring is installed. Installation instructions can be found inside every third pack of XpertPro Moray Flooring and Care & Maintenance Guidelines can be obtained by contacting your XpertPro Moray Retailer (place of purchase) at any time or are readily available at www.premiumfloors.com.au or www.floorscape.co.nz

#### What is not covered?

- Residential Wear Warranty Wear that may be directly associated with water or liquid damage from any source (except within the first 5 years and covered by the 5 Year water-proof surface warranty), moisture ingress from any source into the core, fractures in the surface or indentations.
- Moisture damage caused by flood or appliance failure of any kind or moisture ingress from below the floor (subfloor etc).
- Wear that may be associated with improper installation or improper maintenance.
- Damage, intentional or accidental, caused by abuse, misuse, stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc.
- Scratches or surface marks / stains.
- Labour charges associated with any rectification work. In some cases, reasonable labour costs may be considered, at the sole discretion of the distributor's authorised representative.
- Any costs associated with any rectification work required other than the supply of new flooring and scotia beading if necessary. Re-painting, removal of fixtures or furniture, accommodation and any other cost is specifically excluded from this warranty.
- Of course, boards that are visibly faulty or deemed visually or structurally inappropriate or damaged prior to installation should not be installed and are therefore also not covered by this or, to the extent allowed by law, any other warranty.

#### How to evoke a claim?

To evoke a claim under this warranty, communication with the retailer that the flooring was purchased from must be made. Proof of purchase will be required when contact with the retailer is made. The retailer will then contact Premium Floors Australia P/L, Floorscape Ltd or an authorized third party to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only duly authorised representatives of the manufacturer / distributor can authorise a claim. If a claim is authorised, remedies will, at the sole discretion of Premium Floors Australia P/L or Floorscape Ltd, be tailored to suit individual circumstances. Remedies can vary depending on the condition of the floor and warrantable area from full floor replacement to the repair of individual boards. The remedy on each claim will be at the sole discretion of either Premium Floors Australia P/L or Floorscape Ltd. Should board replacement be necessary, new boards from the current batch will be supplied to replace or repair boards. This warranty is in addition to, and has no impact on, statutory rights of any purchaser. Claims must be lodged by contacting the retailer from where the flooring was purchased within 15 days of the problem being noticed.

## **Australian Consumer Law**

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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### **New Zealand Consumer Guarantees Act**

The warranties listed in this document are in addition to any rights you have under the Consumer Guarantees Act 1993. Nothing contained in these warranties exclude, restrict, modify or affect the application of and condition, guarantee, right or remedy provided by New Zealand Consumer Laws.

# **Acceptable Quality**

XpertPro Moray Laminate Flooring is fit for use in internal environments / installations and should not be used externally. Furthermore, XpertPro Moray Laminate Flooring should not be directly adhered to a subfloor and must be installed as a floating floor. XpertPro Moray Laminate Flooring should be installed in a "laminate flooring friendly environment" in which the area is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity. XpertPro Moray Laminate Flooring should not be installed in wet areas including bathrooms, toilets, areas or rooms where a floor waste (water drain) is present or required. Residential kitchens are not considered as wet areas. Obviously, XpertPro Moray Laminate Flooring should be installed as per the installation instructions (found inside every third carton) and maintained in accordance with the Care & Maintenance Guidelines (available from your place of purchase), at www.premiumfloors.com.au or www. floorscape.co.nz.

# **Major Failure**

XpertPro Moray Laminate Flooring is resistant to chips, scratches, stains and wear but not "proof" in any respect (i.e. scratch proof) and reasonable care should be taken to avoid scratching chips & damage from occurring. In addition, some gloss variation between boards installed may occur. XpertPro Moray is made using High Density Fibreboard core and this wood-based material can be susceptible to seasonal movement, creating small gaps between the joins of each board. Note that small gaps, gloss variation, scratches and chips are NOT considered as major failure. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

As the warranties for XpertPro Moray Laminate Flooring deal only with the manufactured goods, installation warranties should be sought from the installation company or individual completing the installation.

Further information on any aspect of this Warranty can be obtained from;

In Australia

www.premiumfloors.com.au

In New Zealand

www.floorscape.co.nz