

## Warranty Terms & Conditions

### **Lifetime Structural Warranty**

XpertPro Timber Wellington is sold with a Lifetime Structural Warranty that covers warping or twisting of any board for the life of the floor, in accordance with the conditions listed below and as a result of product manufacturing faults or defects. Warping and twisting refers to a board independently distorting when compared to adjacent boards. These terms do not refer to cupping or doming. Cupping and doming, refers to the reasonably uniform convexing or concaving shape across the width of the surface of boards installed. Cupping and doming, whilst extremely uncommon, are caused by factors relating to installation or the installation environment. As they are outside the control of the manufacturer, they are specifically excluded from this warranty. It is also important to note that XpertPro Timber Wellington flooring should be installed and maintained in accordance with our installation instructions and care & maintenance guidelines (also available in store or from Floorscape). Of course, boards that are visibly faulty or deemed visually or structurally inappropriate 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.

### **20 Year Residential Wear Warranty**

XpertPro Timber Wellington is sold with a 20 year residential wear warranty covering wear through of the coated surface (to bare timber) in accordance with the conditions listed below. Of course, all care and maintenance guidelines should be followed at all times (a copy of our care & maintenance guidelines is readily available from your XpertPro Timber Wellington Timber Retailer, Premium Floors Australia or Floorscape office or online). A minimum of 5% of the floor area must have worn through to bare timber to evoke this warranty.

### **Who is covered?**

All warranty periods commence from the date of purchase. This warranty is offered to the original purchaser and is not transferrable unless, in the case that a builder or developer purchases the flooring. In this case, the owner of the property 12 months after purchase of the flooring will be entitled to full cover under this warranty.

### **What is not covered?**

Wear that may be associated with water or liquid damage from any source (moisture ingress from any source into the board). Scratches, stains or indentations of any type are also not covered by this warranty.

- Wear or structural deformation that may be associated with improper installation or improper maintenance procedures. Installation Instructions are supplied in every pack of XpertPro Timber Wellington.
- The instance of surface checking (fine surface splits), gloss variation between boards, colour variation between boards or natural features including gum veins, knots, insect trails etc. are considered a natural part of timber flooring and are therefore excluded from this warranty.
- Damage, intentional or accidental, caused by abuse, misuse, stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc.
- Labour charges associated with any rectification work. In some cases, and only when a floor has been professionally installed by the retailer or place of purchase, reasonable labour costs may be considered, at the sole discretion of Premium Floors Australia or Floorscape New Zealand.
- 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 costs are specifically excluded from this warranty.

## **How to make a Warranty Claim and What is Covered?**

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 or Floorscape to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only if the retailer is no longer trading, direct contact with Premium Floors Australia or Floorscape New Zealand should be established by the consumer. Only an authorized representative of Premium Floors or Floorscape can authorise a warranty claim. In the event that a claim is authorised, a remedy will be issued in writing by Floorscape. Remedies will 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 Premium Floors or Floorscape. 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 Timber Wellington flooring is fit for use in internal environments / installations and should not be used externally. XpertPro Timber Wellington floors should be installed in a "timber 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 Timber Wellington 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 Timber Wellington flooring should be installed as per the installation instructions (which can be found on the website and inside each carton) and maintained in accordance with the care & maintenance guidelines (available on the website or from your XpertPro Timber Wellington retailer).

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

#### **In Australia**

Premium Floors Australia P/L  
81-87 South Park Drive  
Dandenong South, Victoria 3175  
Phone (03) 9797 0808  
Email: [vicsales@premiumfloors.com.au](mailto:vicsales@premiumfloors.com.au)

#### **In New Zealand**

Floorscape Ltd  
221A Bush Road  
Albany, 0632 Auckland  
Phone (09) 476 0428  
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