

Warranty

Lifetime Structural Warranty

The Range is covered by a Lifetime Structural Warranty. Under normal residential conditions and with proper maintenance, the product will be free of structural defects such as delamination, buckling and twisting. This structural warranty does not cover surface wear which is covered below.

20 Year Residential Wear Warranty

The Range is covered by a 20 Year Residential Wear Warranty. Under normal residential conditions and with proper maintenance, the coating system will not wear through within 20 years from the date of installation. Gloss reduction and scratches are not considered wear through and are therefore not covered by this warranty. Please refer to our Residential maintenance guide for information on how to maintain your floor.

5 Year Commercial Wear Warranty

The Range is covered by a 5 Year Commercial Wear Warranty. Under normal commercial conditions and with proper maintenance, the coating system will not wear through within 5 years from the date of installation. Gloss reduction and scratches are not considered wear through and are therefore not covered by this warranty. Please refer to our Commercial maintenance guide for information on how to maintain your floor.

These warranties are offered under the following conditions:

Installation

The product must be installed in strict accordance with the current written installation instructions.

If the product is to be installed by the 'floating' method as outlined in the installation instructions, then the floor must not be glued or adhered in any way to any other structural or non-structural building element, with the exception of stair nosings and flooring glued to staircase treads and risers. Gluing or adhering the product to any other structural or non-structural element will void all warranties.

If the product is to be installed by the 'direct stick' method as outlined in the installation instructions, then all adhesive and moisture barrier installations must be strictly followed. Failure to follow these instructions will void all warranties.

Wet Areas

The product is not to be installed in bathrooms, saunas, laundries or any other area in which high levels of steam and or moisture are present.

Indoor Use Only

The product is for indoor use only and is not to be installed outdoors.

Maintenance

The product should be regularly cleaned and maintained in strict accordance with our current written maintenance instructions. It is recommended that only the approved cleaning products set out in the maintenance guide should be used. Use of unauthorised cleaning products or agents such as oils, ammonia-based cleaning liquids, steam mops etc., will void all warranties.

Limited Warranty

The structural and wear warranties for the product set out above are limited to the original purchaser and may not be assigned or transferred. In the case where a builder makes the purchase, these warranties are limited to each of the builder and the owner of the residence who first purchases the residence (or the floor) directly from the builder within 1 year after practical completion of the floor's installation.

Your sole remedy under these warranties is (at the election of Elephant Floors Australia) for the product to be repaired (which may include resurfacing or refinishing), replaced or reinstalled subject to and in accordance with this warranty document.

Exclusions to Warranties - The following are excluded from these warranties:

Colour Variation

Timber is a natural product and colour variation will occur. Samples displayed and or provided are indicative only and will not match the floor installed. Other variations will also occur such as small knots, grain variation, gum/sap/insect marks and mineral marks. All variations are normal and not considered defects therefore does not form a part of these warranties.

Subfloor Heating

Elephant Floors Australia does extend its Structural Warranty and Wear Warranty to flooring installed on heated sub floors, however all instructions in the installation instructions document must be followed

Subfloor flatness and structural integrity

The product requires a flat, unmoving subfloor.

Elephant Floor Australia **DOES NOT** extend its Structural Warranty or Wear Warranty to flooring installed on subfloors that exceed 3mm of deflection under a 3m straight edge. Doing so will void these warranties.

Subfloors that at the time of installation do not exceed 3mm of deflection under a 3m straight edge but subsequently deflect outside of 3mm will be excluded from these warranties.

Subfloors that shift, move or otherwise change their position or level will void these warranties.

Movement Noise

Movement noises are an inherent characteristic of this type of flooring. Movement noises are excluded from this warranty.

Extreme Conditions

5.1 Humidity

The humidity level in the home must be between 30-65% throughout the year using dehumidifiers or humidifiers as appropriate. Floors subject to humidity levels outside the recommended range can suffer swelling, telegraphing, cracking, checking (small cracks in the surface of the timber and or coating) and gapping between boards. Checking is not considered a product defect and is not covered by these warranties. Take-up of moisture from humidity extremes can cause a creaking sound in the lock system, and is not covered by these warranties. Incorrect use of evaporative type air conditioning is a common cause of humidity induced damage to Engineered Timber Floors as well as humidity induced noise. Neither of these are covered by this warranty. You should obtain expert advice from a climate control specialist and undertake regular monitoring to ensure that the humidity level in the home is within the acceptable range. Special care must be taken with the operation of Evaporative Cooling. The incorrect or overuse of evaporative cooling can dramatically increase the humidity level of the home and cause moisture problems. The Evaporative Cooling's manufacturer instructions must be followed at all time and care must be taken to ensure humidity does not rise above 65%

5.2 Temperature

The temperature in the home must be between 15-25 degrees Celsius throughout the year. Floors subject to temperature levels outside the recommended range can suffer swelling, cracking, checking (small cracks in the surface of the timber and or coating) and gapping between boards. Checking is not considered a product defect and is not covered by these warranties. These warranties also exclude localised temperature damage such as damage caused by heaters, air conditioners or the like which causes the temperature of a section of floor to be outside 15-25 degrees Celsius.

5.3 Ultraviolet Light Damage

Floors subject to regular sun exposure can discolour or check (small cracks in the surface of the timber and or coating). Discolouration and checking are not considered a product defect and are not covered by these warranties.

5.4 Abuse or Misuse

These warranties do not cover abuse or misuse including but not limited to indentations, scratch damages caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand. Damage caused by spills (for example pet urine) is excluded from these warranties. Please refer to the maintenance guide for information on protecting your floor.

Heavy objects such bookcases, billiard tables, kitchen units, that exceed 200kg/object area or if the load is greater than 30kg/cm² should not be placed on a floating system. Damage can occur due to incorrect expansion and lack of correct raft movement.

5.5 Water Damage

These warranties do not cover damage caused by flooding, leaking plumbing, overflowing hydrostatic pressure, moisture penetration through the subfloor or similar water damage.

5.6 Alterations / Repairs

Any alterations or repairs to flooring that have not been authorised by us or are not undertaken by us or on our behalf, will void these warranties. This includes (without limitation) any unauthorised alterations or repairs carried out by you.

Repairs, reinstallation or replacement by us or on our behalf shall not extend the warranty period.

If Elephant Floors Australia chooses to repair, reinstall or replace warranted planks:

- Elephant Floors Australia is not obligated to provide for, or to incur the costs of replacing (or otherwise doing work such as resurfacing or refinishing in relation to) any flooring that is not defective under these warranties, but which surrounds flooring that is defective under these warranties. For example, if only part of a floor requires repair, reinstallation or replacement under these warranties, Elephant Floors Australia's liability is limited to (at the election of Elephant Floors Australia) repairing, reinstalling or replacing just the defective part of the floor, rather than the entire floor; and
- Elephant Floors Australia is not liable for any sub flooring materials, adhesives, supplies or other items consumed in the course of repairing, reinstalling or removing the floor.

5.7 Insect Infestation

These warranties do not cover any insect infestation once the product has left the factory. The product leaves the factory free of insect infestation.

6. Liability Limitations

The product is intended for use in residential settings with light to normal traffic conditions or commercial settings with normal traffic conditions. These warranties do not apply if the flooring is used outdoors or in a commercial environment where extreme traffic conditions make this product unsuitable for installation.

To the maximum extent permitted by law, the warranties expressly stated in this document are the only warranties provided by Elephant Floors Australia for this product. All other warranties, representations, assurances, guarantees, duties (including negligence) and promises (whether expressed or implied and whether arising under general law or statute) by Elephant Floors Australia are excluded to the maximum extent permitted by law.

These warranties only apply to 'First Quality' products. They do not apply to any products designated or sold as 'B Grade', 'factory seconds' or discontinued stock, which is sold "as is".

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose. No retailer, builder, specifier, installer, manufacturer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of these warranties. No agreement to replace or reinstall shall in any event act to extend the period of coverage of any warranty provided.

- a. under no circumstances shall Elephant Floors Australia be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or form of special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorney's fees, even if Elephant Floors Australia or its representatives have been advised of the possibility of such damages before sale;
- b. in no event shall Elephant Floors Australia be obliged to cover the costs of old or new replacement materials other than The product originally supplied, and any warranty thereto is limited to the warranty, if any, provided by Elephant Floors Australia in relation to that replacement product at the time of replacement. Elephant Floors Australia will endeavour to replace defective product with matching product. However, Elephant Floors Australia reserves the right to use different products and products produced by other manufacturers if a matching replacement product is not readily available;
- c. in no event shall Elephant Floors Australia's liability exceed the aggregate amount it actually received upon sale and installation of the defective materials at issue; and

- d. any claim under these warranties must be made within one month of the date upon which the defect first become known (or first should have been discovered) by the claimant and in any event by no later than expiry of the applicable warranty period. All claims under these warranties must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation date and location; without such proof, no warranty coverage will apply. All claims must be sent to Elephant Floors Australia at the address stated below. All costs of claiming under these warranties are to be borne by the person making the claim. If Elephant Floors Australia determines that your claim is not valid, Elephant Floors Australia may charge you for any labour, materials and travel costs incurred by it in assessing the claim.

To the maximum extent permitted by law:

Miscellaneous

The warranties in this document are given by Superb Building Materials Pty Ltd (613 426 261), (ABN 35 613 426 261) trading as 'Elephant Floor Australia'.

- a. 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure;
- b. The benefits to you given by this warranty are in addition to your other rights and remedies under a law in relation to the goods or services to which this warranty relates;
- c. The details of the person who gives this warranty are:
Superb Building Materials Pty Ltd (ABN 35 613 426 261) trading as 'Elephant Floors Australia'.
Address: 26-28 Downard St, Braeside VIC 3195, Australia.
Phone: **03 8522 8656**.
Email: **accounts@elephantfloors.com.au**

The following statements also apply if you, as the original purchaser, are acquiring the products as a 'consumer' for the purposes of the Australian Consumer Law:

Any part of this warranty document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of this document continue in full force.