

## Gerflor Contract Flooring Limited Warranty Agreement

<b>Warranted Product:</b>	<b>Tarasafe Standard</b>
<b>Warranty Period:</b>	<b>[12 Years]</b>
<b>Installation covered by this Warranty:</b>	

Unless such time limitation is unenforceable at law and otherwise on the terms and conditions set out herein Gerflor Australasia Pty Ltd ("Gerflor") warrants that for a period of 10 years from the date of purchase ("Warranty Period") this product shall be free from defects in materials and workmanship and shall be fit for its manufactured purpose.

If the product is or becomes faulty during the Warranty Period, Gerflor will repair or replace the product (at its election) as specified in the following schedule

<b>Degradation beyond ordinary wear and tear:</b>	<b>Percentage of cost of rectification work for which Gerflor is responsible:</b>
Within the first 7 years from delivery	100%
Within year 8	50%
Within year 9	40%
Within year 10	30%
Within year 11	20%
Within year 12	10%
After 12 years	0%

provided you can satisfy Gerflor that the product has been

- (i) Installed, used and maintained in accordance with Gerflor's instructions.
- (ii) Installed by an appropriately qualified and Certificate III certified Flooring Installer in accordance with Australian Standard AS1884-2012 for Floor coverings – Resilient sheet and tiles – Installation Practices, and
- (iii) The defect is not due to inappropriate sub-floors or failure of sub-floors.

To the extent enforceable at law, this warranty will entirely become null and void if subfloor conditions and method of installation do not conform exactly to Gerflor specifications.

### Project Specific Matters

#### Exclusions

This warranty offered by Gerflor does not cover damage caused, in whole or in part, by conditions beyond our control, including, but not limited to:

- Use for which the material is not designated.
- Ordinary wear and tear such as uneven wear or gloss reduction due to use.
- Faulty installation, including failures in vapour barriers or seams, or a failure on part of the installer to comply with AS1884-2012 for Floor coverings – Resilient sheet and tiles – Installation Practices.
- Alleged defects which would have been obvious to the installer at the time of installation.
- Faulty building design or construction.
- Subfloor faults or failures.
- Dynamic structural building movement.
- Failure of ancillary products or services supplied by third parties.
- Failure of the adhesive to adhere to the subfloor, whether concrete or other material because of moisture migration or water vapor transmission through the subfloor.
- Alteration of the initial appearance of the floorcovering, particularly in high traffic areas and areas exposed to excessive wear due to sand, grit or dirt in entrances to buildings.

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- Neglect or improper maintenance procedures.
- Abuse or misuse.
- Fire, explosion, accidents, earth tremors, weather conditions such as floods or extreme temperatures, other natural disasters, and other causes not specified but beyond the control of Gerflor.
- Damage caused by stains, cuts, scratches, gouges, scuffs, punctures, tears or burns; damage caused by corrosive or abrasive materials including chemicals or the application of heat; indentations due to loads in excess of the specified static load limits; discoloration caused by tracking residue from carpet dyes, painted or asphalt surfaces such as driveways, rubber or synthetic backing used on rugs or mats; damage resulting from lack of, or improper, furniture rests and floor protectors; or fading or discoloration due to age, sunlight or heat.

The presence of moisture between the Gerflor floorcovering and the subfloor shall be considered proof of subfloor failure or faulty design or construction of the building because moisture will break the bond between the adhesive and the subfloor, causing bubbles to appear.

Gerflor recommends that warranties be obtained from suppliers of ancillary products and from installers to complement this Warranty.

### **Making a Warranty Claim**

To make a claim that the product is defective, please send a sample of the product or a photograph clearly showing the alleged defect to Gerflor at:

**Customer Service**  
**Gerflor Australasia Pty Ltd.**  
**17 Cato Street**  
**Hawthorn East**  
**Victoria 3123 Australia**

Or via email to: [custorders@gerflor.com.au](mailto:custorders@gerflor.com.au)

### **Customer service phone numbers are:**

Victoria: 9832 1300  
Australia: 1800 060 785

Please include the following details with your claim:

1. Evidence of purchase (date and place);
2. Date on which defect became apparent;
3. Confirmation of compliance with installation, maintenance and use instructions;
4. Costs incurred in making this claim.

If Gerflor assesses a claim made under this Warranty and determines the product to be faulty, Gerflor will determine whether to repair or replace the product and will reimburse you for the reasonable costs incurred by you in making a claim under this warranty.

Any replacement of product will be either with the same or technically equivalent product as Gerflor determines.

The benefits under this Warranty are in addition to other rights and remedies available to you under the law. However, except to the extent that the exclusion, restriction or modification of such rights and remedies is prohibited in the context of this Warranty by the Australian Consumer Law or other legislation as the same may apply to the supply of this product, the warranties expressed herein are in lieu and to the exclusion of and you waive all other warranties, guarantees, rights and remedies

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whatsoever related to the product, or any services provided by Gerflor in connection with the product, express or implied, statutory or otherwise.

Without limitation, except to the extent that such liability arises under or is imposed by any applicable and non-excludable and non-modifiable law, Gerflor shall not be liable to you in respect of the supply or installation of its products for the payment of any indirect, special or consequential damages, including, but not limited to, loss of income, profits or revenue, damage to other property, the cost of removing and reinstalling "Gerflor" floorcoverings and legal fees suffered or incurred by you, or any other liability you may have to any other person, whether in an action in contract or tort, or based on a warranty or guarantee however known or otherwise howsoever.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law where the amount paid or payable for the goods is less than \$40,000 or where the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption. You are entitled to a replacement or refund for a major failure and for 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.

**Gerflor Australasia Pty Ltd**  
**17 Cato Street, Hawthorn, VIC, 3123**  
**Victoria: 9832 1300**  
**Australia: 1800 060 785**  
**New Zealand 0800 630 119**  
**[gerflor@gerflor.com.au](mailto:gerflor@gerflor.com.au)**