



7-YEAR WARRANTY

Please complete the entire form below and email back to: customerservice@tarkett.com
Your warranty certificate will be issued as soon as possible.

CUSTOMER NAME		
CARPET COURT STORE		
PRODUCT	<input type="checkbox"/> LuxComfort <input type="checkbox"/> LuxPremium <input type="checkbox"/> LuxLife <input type="checkbox"/> LuxReady <input type="checkbox"/> LuxCommercial <input type="checkbox"/> LuxSports	
APPLICATION	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial	
INSTALLER		
INSTALLATION ADDRESS		
PHOTOGRAPHY ATTACHED	<input type="checkbox"/> Yes <input type="checkbox"/> No	
POSTAL ADDRESS FOR WARRANTY		
DATE	CARPET COURT	TARKETT AUSTRALIA PTY LTD.

Tarkett Australia Pty Ltd. provides the original purchaser ("Purchaser") of the LuxTurf artificial turf surface, LuxTurf ("Product") with a limited warranty ("Warranty") as set forth herein.

This Warranty shall be in force and remain in effect for a period of seven (7) years from the date of collection of the Product ("Effective Date"), pursuant to the below prorated schedule ("Warranty Period"):

YEAR	WARRANTY COVERAGE PERCENTAGE
1	100%
2	85.5%
3	71%
4	56%
5	42%
6	27%
7	12.5%

MANUFACTURER'S PRO-RATA WARRANTY

Tarkett Australia Pty Ltd. endeavours to use high quality materials and the latest manufacturing techniques in producing your LuxTurf artificial turf surface (Product). LuxTurf products are manufactured in Australia from quality raw materials and will not fade*, not fail** due to ultra-violet degradation or wear capacity*** for a seven (7) year period from date of installation.

**FADE: shall mean that significant loss or change of colour has occurred as distinguished from changes in texture.*

***FAIL- shall mean that the pile height of the face yarn of the product shall have decreased a minimum of 50% across the entire installed surface from the original pile height at the time of manufacture, as opposed to normal wear by physical abrasion.*

****WEAR CAPACITY- shall mean that over the entire artificial turf surface the pile height of the face yarn of the product shall have decreased a minimum of 50% from the original pile height at the time of manufacture, provided that the installation has been carried out to the manufacturer's recommendations and the surface has been used for the intended purpose and maintained according to manufacturer's recommended procedure.*

WARRANTY

1. Manufacturing Defects; Tarkett Australia warrants that at the time of original purchase, the Product will be free of any material defects. Artificial turf products are subject to normal wear and tear. Normal wear and tear is not a manufacturer's defect and is not covered by this limited warranty.

2. Fibre Loss; The Product will retain at least fifty percent (50%) of its fibre face weight during normal and ordinary use of the Product:

- a. When sold and installed in accordance with the LuxTurf installation guidelines, and
- b. When product is properly maintained according to all manufacturer's care and maintenance guidelines.

Warranty Remedy Limited to Replacement Product

Tarkett Australia will, at its discretion, repair or replace only the affected area of the Product during the period of this Warranty, subject to specific terms and conditions contained herein. This Warranty does not cover the installation of the Product, which is explicitly excluded under the Warranty. No cash rebates will be made. This Warranty covers first quality Products only, and is not applicable to Products sold as seconds or irregulars. All Warranty claims must be submitted to Tarkett Australia as set forth in the "Claims Procedure" selection herein.

In the event that the product in question is discontinued, Tarkett Australia will replace the defective Product with a comparable product of equal value. The Warranty Period for the replacement product shall be limited to the Warranty Period for the initial Product. Product replaced under this Warranty will not extend the Warranty Period.

Warranty Limitations and Exclusions

This manufacturer's Limited Warranty does not cover:

1. The installation of the Product and/or the labour/workmanship associated with the installation of the Product.
2. Damage as a result of an accident, misuse, intentional or unintentional abuse, infill displacement, neglect, or anything beyond normal use of the Product.
3. Damage as the result of repetitive activities, such as landing zones, slide areas and other high friction activity areas.
4. Damage due to improper installation, negligence, water intrusion, flooding, abrasion, impact, cutting, freight damage, alteration, or any wear or damage caused by Acts of God.
5. Damage as the result of a failure of the Purchaser/owner to maintain the Product in accordance with manufacturer's guidelines.
6. Damage that is the result of attempted repairs or replacement or general maintenance that is not performed by a LuxTurf Authorised Representative.
7. Damage caused by the application of cleaning agents or chemicals, adhesives, animals or general negligence.

8. Damage that is a result of shrinking or melting of fibres due to reflection, sun magnification or other sources of extreme heat.

9. Variations in appearance caused by light refraction including the appearance of faint lines and/or matting.

10. Variations in colour. The Purchaser understands that, as with any manufacturer product, different dye lots create slight variations in shading and colour. Any such variations in colour are not covered under this limited warranty. Additionally, the product is subject to reasonable colour fading based upon an acceptable grey scale.

11. Failure of the subsurface whether through improper preparation or poor design.

12. The compaction rate or integrity of the subsurface upon which the Product is placed. Any damage caused to the Product by the subsurface or conditions are not covered by this Warranty.

13. Damage caused by the use of spiked shoes, steel cleats, or other similar footwear for which the Product was not intended.

No Express or Implied Warranties

No third party warranties expressed or implied, are covered and/or provided under this Warranty. No individual, whether an installer, employee of Tarkett Australia agent, fabricator, or any other may authorise liability on behalf of Tarkett Australia. LuxTurf artificial turf products are designed to withstand certain normal 'wear and tear' and as such, this is not considered a manufacturer's defect. Any product upon which walking, running and playing is to take place, normal wear and tear, including matting, should be expected.

Limitations on Liability

Tarkett Australia's liability under this Warranty is limited to the value of the Product in question sold hereunder. IN NO EVENT SHALL TARKETT AUSTRALIA BE LIABLE FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR INDIRECT SPECIAL, INCIDENTAL, ONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH CAUSE.

Purchaser's Obligation to Inspect Upon Delivery

Purchaser must promptly inspect all Products upon delivery and notify Tarkett Australia in writing of any defects, shortages or non-conformities within thirty (30) days of the date of delivery. Notwithstanding anything herein to contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages or non-conformities, Purchaser shall be deemed to have no obligations and/or liability with respect to such defects and shortages.

Assignment and Transferability

Purchaser may not transfer, convey or otherwise assign any or all of its rights under this Warranty without prior written consent of Tarkett Australia. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect. A request for the one (1) time transfer of the Warranty hereunder must be made in writing directly to Tarkett Australia in accordance with the Claims Procedure herein within thirty (30) days of transfer of residence; all such requests must include a copy of the Warranty and new owner information, including email and phone number. Acceptance of the warranty transfer shall be at the sole discretion of Tarkett Australia.

Modification

THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF PRODUCTS AND MAY NOT BE MODIFIED, ABSENT THE EXPRESS WRITTEN CONSENT FROM TARKETT AUSTRALIA.

Claims Procedure

All Warranty claims must be made in writing, within thirty (30) days of discovering the alleged defect, shortage or non-confirmity giving rise to the claim. Include proof of purchase from Tarkett Australia or agent with the Warranty claim. In the event that the Purchaser fails to notify Tarkett Australia within thirty (30) days, Tarkett Australia has the right to deny any and all claims on this Warranty.

All warranty claims should be made in writing via email or certified mail return receipt requested to:

Tarkett Australia Pty Ltd.
Suite 1, Level 3, 3 Columbia Court,
Baulkham Hills 2153 NSW
Attention: Customer Service
Email: customerservice@tarkett.com

GOVERNING LAW

This Warranty and its terms and conditions shall be exclusively governed by and construed in accordance with the laws of the State of New South Wales without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Purchaser and Tarkett Australia shall be adjudicated in Sydney, New South Wales. Purchaser hereby waives all personal jurisdiction defences with respect to said venue.

Tarkett Australia | T: (02) 9953 1200