

CARPET COURT

Product Warranty

Hybrid Plank

IMPORTANT NOTICE REGARDING WARRANTY

This product is covered for a very competitive warranty period. In order to enjoy the peace of mind that this warranty affords and ensure the optimum performance of your floor, you must comply with all instructions relating to preparation, subfloor, installation environment, installation method, and ongoing care and maintenance. Any faults that occur as a result of failure to comply with the above, will not be covered by the warranty.

Appropriate Installation Settings:

Residential settings and commercial settings: areas with light to moderate traffic, such as hotels, conference rooms, classrooms, small offices, small department stores, boutiques and lobbies. This product is designed for internal installation only – it is NOT to be installed in areas that have a potential for flooding, such as saunas or outdoor areas. This product is not suitable for installation in garages, as discolouration of the surface of the planks can occur as a result of prolonged contact with rubber.

CONSUMER GUARANTEE

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 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.

ADDITIONAL VOLUNTARY GUARANTEE

1. Dunlop Flooring provides the following guarantees in respect of its luxury vinyl flooring products (henceforth referred to as the "Product"):

- (a) **Structural Warranty:** Dunlop Flooring warrants that its Product will be free from structural defects and will not warp, twist or buckle ("Structural Warranty"); and
- (b) **Surface Warranty:** Dunlop Flooring warrants against defects in the surface of its Product, such that the product surface will not wear through to the core (PVC) layer of the Product ("Surface Warranty"), (together forming the "Guarantee").

2. The benefits to the consumer given by the Guarantee are in addition to other rights and remedies of the consumer under the Australian Consumer Law.

DURATION

3. The Guarantee for each Product commences on the date of installation and continues for the period specified below depending on the particular product range and the environment in which it is installed:

Hybrid Plank

Product Range	Structural Warranty	Residential Surface Finish Warranty	Commercial Surface Finish Warranty
Metropolis Hybrid Plank	Lifetime	15 Years	10 Years
Highland Oak Hybrid Plank	Lifetime	30 Years	10 Years

LIMITATIONS & LIABILITIES

4. This guarantee is for the original purchaser of the product and for the product at its original site of installation only.

Dunlop Flooring's liability under the Guarantee is limited to re-supplying any part of the Product accepted as defective during the period of the Guarantee, together with associated scotia beading. The re-supplied Product will come from Dunlop Flooring's current batch of equivalent Product.

Unless expressly stated, Dunlop Flooring will not be responsible for any labour charges incurred in re-installation of any Product, any associated rectification work or any costs or labour charges relating to replacement of any flooring surface on which the Product is used. Re-painting, removal of fixtures or furniture, accommodation, waste removal and any other costs are specifically excluded from the Guarantee. Reasonable labour charges associated with any rectification work may be reimbursed, at the sole discretion of Dunlop Flooring. Such reimbursement will not be considered unless the Product and its replacement has been professionally installed by the retailer or place of purchase, but is not automatically given in such circumstances. A request for such costs should be made through the formal claims procedure (see paragraph 11 for details).

5. The Guarantee will not apply where the defect in, or the failure of, the Product arises in whole or in part from:

- (a) storage, handling, installation or use of the Product other than in accordance with the manufacturer's instructions;
- (b) improper cleaning, care or maintenance of the Product;
- (c) the subfloor not being prepared in accordance with current Australian standards or improper or inadequate application of the Product;
- (d) use of products (other than the Product) with the Product other than in line with manufacturer recommendations;
- (e) unevenness caused by uneven sub-floor;
- (f) concrete subfloors, where curing compounds, laitance, bond breakers or any other contaminants are present in the floor;
- (g) hydrostatic pressure, excessive moisture or alkali conditions on the site;
- (h) damage, intentional or accidental, caused by abuse or misuse, including but not limited to stiletto heels, dragged objects, heavy furniture, castor wheels, dropped items, sand, stones or other foreign objects brought into contact with the Product;
- (i) dimensional instability within the floor-covering assembly;
- (j) the presence of underfloor heating, not being used in line with manufacturer recommendations (i.e. radiant heat should not exceed 28°C);
- (k) acclimatisation of product has not occurred for a minimum of 48 hours before laying;
- (l) non-use of glue or humidifiers during installation dependant on climate of job;
- (m) scratches or surface marks/stains;
- (n) boards that are visibly faulty or deemed visually or structurally inappropriate prior to installation should not be installed and therefore not covered by this guarantee;
- (o) wear that may be directly associated with liquid or moisture damage from any source, or moisture penetration from any source into the Product.

Surface checking (fine surface splits), gloss or colour variation between boards and natural features including veins, knots and insect trails are considered a natural part of hardwood flooring and are excluded from the Guarantee.

6. The Guarantee will be null and void where:

- (a) there has been, in the opinion of Dunlop Flooring, a material change to the use of the premises within which the Product is used;
- (b) Product has been installed or used in an industrial setting or commercial setting other than those specified in the Appropriate Installation Settings section at the beginning of this document.
- (c) unusual man-made or natural disasters, including leaking or broken plumbing, fire, flood, earthquake or standing water occur during or after installation.

7. Subject to paragraph 9, the obligations assumed by Dunlop Flooring pursuant to this document are its sole obligations under the Guarantee, as well as under claims in contract, tort (including negligence) or otherwise. Subject to paragraph 9, Dunlop Flooring shall in no way be responsible for any incidental or consequential damage, whether or not such damage is caused by Dunlop Flooring's negligence.

8. Subject to paragraph 9, Dunlop Flooring hereby disclaims any other guarantee including any guarantee of merchantability or fitness of purpose.

CONSUMER LAWS

9. The terms and conditions of this document and the provision of any guarantee by Dunlop Flooring are additional to and should not be taken as applying to exclude, restrict or modify in any manner whatsoever:

- (a) the rights and remedies conferred on consumers and others by Commonwealth, State and Territory laws that cannot be lawfully excluded, restricted or modified, including the Australian Consumer Law;
- (b) the exercise of any such rights or remedies by consumers;
- (c) any mandatory condition or guarantee implied by any such law in favour of a consumer which cannot be excluded by a contract between the parties to the sale of goods or services.

10. Any guarantee under this document is given by Dunlop Flooring, a division of Primary Flooring Pty. Ltd, of 86 Berkshire Road, North Sunshine, VICTORIA, 3020, 1800 622 293, customerservice@dunlopflooring.com.au.

HOW TO MAKE A CLAIM

11. If you wish to make a claim under the Guarantee, contact the Authorised Stockist the Product was purchased from. To be valid, claims must be made within 30 days of the defect or performance failure having been noticed.

When you make any claim under the Guarantee it is essential that you provide a copy of your proof of purchase of the Product, for example, your receipt. A claim under the Guarantee is not formally made unless and until that proof of purchase is provided. You will not be able to gain the benefit of the Guarantee without making a valid claim.

Upon visiting an Authorised Stockist with a copy of your proof of purchase, the Authorised Stockist can arrange for an assessment of the Product at the location where the Product has been installed.

