

SUMMARY WARRANTY PROVISION

Effective July 2015

25 YEAR LIMITED (LIFETIME) STRUCTURAL WARRANTY

De Marque Oak Flooring is provided with a 25 Year Limited Lifetime Structural Warranty to cover the performance and appearance of the plank from delamination, splitting and geometry that would affect the planks assembly and in-service performance. **The planks must be inspected prior to use and any planks deemed not fit for service should not be installed and will not be covered by warranty provisions.** Due to the variable climate conditions within Australia and New Zealand planks may display slight bow and twist once removed from the cartons this is not considered a structural defect unless the planks cannot be assembled after an adequate period of acclimatisation. **(Note; planks should not be unpacked overnight and or left loose prior to install).** Grading provisions provide for patching and filling of natural characteristics with appropriate colour matched filler, this forms an acceptable visual for the natural planks.

After installation certain cupping and gapping issues could be considered site related installation or performance issues and may not be covered by the warranty and other consumer related product purchase laws. De Marque Oak Flooring should be installed as per De Marque Oak Flooring Installation Guidelines. These guidelines can be provided by contacting www.preferencefloors.com.au or through a review of optimum installation practices as noted on the ATFA web portal.

Warranty provisions are extended to the individual or company that is nominated as the original point of purchase and or initial occupant at the installation site. Warranties are not transferrable.

20 YEAR LIMITED RESIDENTIAL WEAR WARRANTY

De Marque Oak Flooring provides for a 20 Year Limited Residential Wear Warranty that guarantees that the finish coating will not wear through to the underlying uncoated surface. This in course implies that the appropriate conditions for use are in line with the provisions set out in our Maintenance and Care instructions. Areas less than 10% of the surface area that could be related to high traffic wear or incidental damage will not be covered by the warranty provisions. Please make sure you establish and understand what finish coating has been applied to the planks (i.e. Lacquer or Oil coating) before commencing any cleaning and maintenance schedules.

5 YEAR LIMITED COMMERCIAL WEAR WARRANTY

De Marque Oak Flooring provides for a 5 Year Limited Commercial Wear Warranty that guarantees that the finish coating will not wear through to the underlying uncoated surface. This in course implies that the appropriate conditions for use are in line with the provisions set out in our maintenance and care instructions.

Areas less than 10% of the surface area that could be related to high traffic wear or incidental damage will not be covered by the warranty provisions. Instructions and guidelines for keeping your floor in optimum appearance can be obtained directly from your point of purchase or obtained from contact via our web portal www.preferencefloors.com.au

AUSTRALIAN CONSUMER LAW UPDATE 2012

De Marque Oak Flooring is provided with limited performance warranties that cannot be excluded under Australian Consumer Law. Entitlements include a replacement or a refund for what is termed as a major failure and for agreed reasonably assessed associated costs.

Entitlements also allow for the goods to be replaced if the product fails to meet an agreed acceptable quality and that quality does not constitute a major failure.

WHAT IS AN ACCEPTABLE QUALITY AND USE GUIDELINES?

De Marque Oak Flooring is designed to be installed for interior use only for floors and walls. It is not designed for external use. The product will not be covered by warranty provisions for use in wet areas, (Bathrooms or similar). In areas where incidental spills may occur, such as Kitchens or Living areas, spillage should be wiped dry as soon as possible to avoid moisture ingress and possible plank deformity. The product should be installed as per install guidelines, special attention should be directed to plank inspection prior to install. Slab or substrate should be inspected and suitable for flat and dry installation. For heating and cooling, all mechanical systems must be compatible and comply with environmental performance attributes for natural products such as Timber. Internal temperature and humidity controls need to be aligned to match performance guidelines for natural timber products such as De Marque Oak Flooring. Evaporative cooling systems must be installed with adequate ventilation and operation should be as per system recommendations. Poor use of evaporative cooling systems may create very high internal humidity within the home. Cupping and plank deformity may result as a direct cause of high or low internal humidity. (Refer; Prestige Install instructions and Care and Maintenance guide).



WHAT DETERMINES A MAJOR FAILURE?

De Marque Oak Flooring is a Natural product, characteristics such as knots, face checking, blemishes and surface indentations are normal and **will not be considered as a Major Failure**. This will also extend to slight coating variations for gloss levels and sheen viewed in an indirect light environment (curtains / shades closed). Seasonal change resulting in slight gapping, consistently over many planks along with incidental movement of planks would be considered normal as a part of the building environment and would not constitute a Major Failure. Cupping, crowning and shrinkage after installation are considered site related and will not be warranted as per the Limited Structural Warranty. These matters if they occur may require contact with your builder insurance for inspection to discover the likely cause.

Once planks have been installed it is considered that site matters such as substrate suitability and the product have been accepted by the installer / contractor. **The product manufacturer warranties do not cover installation and site suitability. Once installed the product is deemed to be suitable for use and plank defects that should have been removed or assessed prior to installation will not be covered by warranty provisions. This will be a matter between client and contractor. We would recommend that you always ask for installation or contractor warranties to cover workmanship as these are not covered by the De Marque Oak manufacturing warranties.** Structural plank delamination or surface coating deformities from normal in-service use may require a service inspection. If this arises immediate contact with your initial point of purchase is recommended.

The limited warranties are subject to the following:

- The warranty provisions will not cover installations practices not consistent with manufacturer's guidelines. Floor care and maintenance must be conducted in line with our product guidelines to avoid coating and product damage. Warranty provisions will not cover a poorly maintained floor.
- Incidental scratching, chipping and indentations from external sources would be considered site related and therefore not covered by warranty provisions. Please cover flooring with adequate protection if construction is still occurring at the site.
- Natural fading when exposed to external UV and intense artificial light along with, reasonable colour variation will not be covered by warranty provisions. Rugs may require seasonal repositioning to avoid long-term fading in UV exposed areas

Disclaimer: Preference Floors has used its reasonable endeavors to ensure the accuracy and reliability of the information contained herein and, to the extent permitted by law, will not be liable for any inaccuracies, omissions or errors in this information nor for any actions taken in reliance on this information. Products must be installed in accordance with relevant installation recommendations and industry best practices. © Preference Floors Date of Publication July 2015. Head Office 02 97381188.

- **Please avoid using masking tape on the surface of the planks as some adhesive tapes when removed may harden and be difficult to peel off without damaging the coating.** Also cover flooring with adequate cover sheets before sanding or painting to stop fine dust from settling into the micro-bevel of the flooring. It may prove difficult to remove after installation, ideally painting should be finished prior to install.
- Moisture ingress from internal or external sources that results in coating or plank deformity is not covered by warranty provisions.
- Accidental damage during installation or throughout the products lifecycle will not be covered by warranty provisions.
- Planks that have been installed that may display imperfections outside of natural grading specifications would be deemed as acceptable and suitable for installation. These matters need to be taken up with the Installer / Contractor. Warranties do not cover workmanship and installation selection and site suitability.
- For home studio or office environments, roller or castor chairs, large or heavy filling systems, and associated equipment require appropriate surface protection. Damage as a result of these occurrences would not be covered by warranty provisions.
- Floor performance issues that may arise as a direct or indirect result of moisture ingress along with the incorrect use of heating and cooling systems will not be covered by warranty provisions. **Note;** Evaporative cooling systems need to be operated as per the manufacturers guidelines. Please consult with the home builder, system installer or manufacturer to better understand operating methods.
- All assessment and final approval for replacement or rectification work that may need to occur for faulty planks or floor installations **must be formally approved by Preference Floors prior to any repair activity.** Costs associated with any rectification or re-supply will only cover replacement flooring materials for amounts as determined in a formal notice of agreement between the supplier and reseller. Items such as temporary accommodation, re-painting, external contractors for removal and re-fit will not be covered by warranty provisions. Some provisions for reasonable costs may be assessed on a case by case basis and will be administered as per the individuals rights as consumer laws dictate.

"The preferred choice"

Homemirus Pty Ltd trading as


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