

# Limited Commercial Warranty



## Engineered Timber

### Important Notice Regarding Warranty

Any faults that occur as a result of failure to comply with the installation instructions will not be covered by the product warranty.

The products must be inspected prior to installation and any faults must be reported back to the store of purchase for an immediate replacement prior to the flooring being installed. Dunlop Flooring will not be responsible for installation cost claims where flooring was installed with obvious defects.

In order to enjoy the peace of mind of this product's warranty 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 of the floor.

Special attention needs to be given to areas where direct sunlight from floor to ceiling windows can significantly raise the temperature of the floor. It is recommended that blinds, tints or window curtains are used to protect the floor from the heat of the direct Sun.

### Appropriate Installation Settings:

NOT to be installed in wet areas that have a potential for flooding or are subject to excessive moisture and high levels of humidity, such as; bathrooms, laundries, saunas or outdoor areas. All wood is hygroscopic, meaning it will react to moisture in its environment, and expand or contract as a result.

### Variations in Timber:

Timber is a natural material and variations in colour, texture and other naturally occurring features are expected between pieces and batches of the same species. Sanding & finishing also causes variations in appearance. In all cases, timber flooring supplied in a single job lot will contain some variations. Whilst timber flooring is dried during production, its moisture content will continue to fluctuate during its life, dependant on weather (temperature and humidity), exposure to direct sunlight, and other local conditions. Accordingly, some movement and changes to the surface of your floor are to be expected. This is a normal occurrence for this product and may include fine cracks on and between boards, and changes in colour.

### Nested Boards/Random Lengths:

An industry standard feature of hardwood floors is that you will receive a portion of each carton's boards in less than full-length pieces. This is conducive to the installation process, aiding in the requirement for shorter length pieces of flooring as each row of product meets a wall or fixture.

We recommend opening a few cartons at a time to mix boards from each carton as they are installed, and to lay shorter length boards randomly across the floor to create the best effect.

### Additional Notes:

Our Engineered Timber has a nominal 3mm wood face, and as such can be re-sanded and re-coated in the same way as solid wood flooring. Maintenance considerations will also be the same as for traditional wood flooring systems.

Our recommendations are as follows:

- (a) Correct care and maintenance of the floor in accordance with our Care and Maintenance Guidelines available from our website.
- (b) Non rubber Dirt / debris collecting matting at entrance and exit doorways



# Limited Commercial Warranty



## Engineered Timber

(c) Use only soft castors designed for hard floors or use protective PVC mats under office chairs, and use nonstaining protective padding under any heavy furniture

(d) Furniture legs such as kitchen tables & chairs can be sharp which will easily mark and dent the floor. Please reduce this risk of mechanical damage by using protective padding.

### 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 guarantee in respect of its engineered timber flooring products (henceforth referred to as the "Product"):
  - **Structural Warranty:** Dunlop Flooring warrants that its Product will be free from structural defects and will not warp, twist, buckle or de-laminate ("Structural Warranty").
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 in the table on the last page depending on the particular product range and the environment in which it is installed. Refer to the Warranty Table on the last page.

### 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;



# Limited Commercial Warranty



## Engineered Timber

(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/screed 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.



# Limited Commercial Warranty



## Engineered Timber

### 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 380 Dohertys Road, Truganina, VICTORIA, 3029, 1800 622 293, customerservice@dunlopflooring.com.au.

### HOW TO MAKE A CLAIM

11. If you wish to make a claim under the Guarantee, you should visit the Authorised Stockist the Product was purchased from or phone Dunlop Flooring customer service on 1800 622 293 between 8am - 5pm AEST Monday to Friday. 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.

### Commercial

Year*	Percentage
Year 0-3	100%
Year 4-5	75%
Year 6-7	50%
Year 8-10	25%

\*Year in which the claim is made, calculated from the date of purchase

