



ROYAL OAK FLOORS

by Harper & Sandilands

by Harper & Sandilands Pty Ltd A.C.N. 005 951 397

9 Almeida Crescent, South Yarra VIC 3141

Phone: 61 3 9826 3611

PRODUCT WARRANTY

1. Introduction

- (a) 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 compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) Royal Oak Floors are made from natural product and may contain variations in characteristics, colour, tone and grain. Any exposure to excessive heat, dryness or moisture may cause damage to the natural product. The Buyer acknowledges that over time a colour change may occur in the product especially when exposed to direct sunlight and the product may experience some separation or gaps caused by temperature changes or moisture variation, which is not considered a defect.
- (c) The Buyer acknowledges that all floor coverings will show signs of wear and tear over a period of time depending on the amount of traffic over the floor and the Buyer's diligence in cleaning and maintaining the floor.
- (d) The warranty is available to the original purchaser and relating only to the original installation of the product. The warranty is not transferable or assignable and will expire upon the sale or relocation of the installed product or the installation location.
- (e) Nothing in this document shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
- (f) In this document:
- "**Buyer**" means the original purchaser of the goods from H&S;
 - "**H&S**" means Harper & Sandilands Pty Ltd A.C.N. 005 951 397 trading as Royal Oak Floors;
 - "**Natural Disaster**" means a tsunami, flood, storm, cyclone, earthquake, bushfire or other act of nature;
 - "**Goods**" means any flooring product provided by H&S;
 - "**Structural Warranty Period**" means the period

commencing from the date of purchase and ending seven (7) years later.

2. Structural Warranty

Subject to the conditions herein contained in this Warranty, including but not limited to proper installation by an accredited floor installer and care and maintenance by the Buyer in accordance with the H&S instructions, H&S warrants to the Buyer that:

- The Goods are free of defects at the time of purchase by the Buyer; and
- The Goods are free of structural defects during the Structural Warranty Period.

3. What the Structural Warranty Covers

H&S will repair or replace, whichever H&S in its absolute discretion elects to do, any Goods that H&S determines to be defective and which meets the criteria outlined below:

- The failure must occur within the Warranty Period;
- The Buyer must notify H&S of the failure within the Warranty period;
- Proof of purchase is to be provided to H&S from the Buyer;
- The Buyer must comply with all conditions listed under "Conditions of Warranty";
- The failure must be a result of a defect on materials or workmanship in the product;
- The defect must not be listed under "Warranty Exclusions".

4. Conditions of the Structural Warranty

To be covered under the H&S warranty the Buyer must comply with all requirements outlined below:

- Retain evidence of the purchase;
- The Goods must be installed by an accredited flooring installer strictly in accordance with the H&S installation instructions and any applicable Australian Standards;
- The Buyer must comply with any maintenance or repair practices required in accordance with the instructions manuals supplied with the Goods;
- In new developments where the Goods have been installed by the developer or builder, the new property

owner must contact H&S within sixty (60) days of the transfer of title to obtain the H&S floor warranty;

- e) This warranty shall not apply where the product is laid in "wet areas" or areas susceptible to moisture including but not limited to bathrooms and laundries;
- f) This warranty will cover under-floor heating applications provided the sub-floor temperature does not exceed 26 degrees Celsius during the life of the floor and that the relative humidity levels are maintained between 35% and 55%;
- g) This warranty will cover air-conditioning use provided the relative humidity levels are maintained between 35% and 55%.
- h) With either Glue-down or Floating installations the sub-floor must be level as per AS 1884 – 1985 section 2.1 & 2.2 or the relevant new standards. The underlay or adhesives must be of reasonable quality.

5. Structural Warranty Exclusions

The Buyer acknowledges the warranty will not apply to any warranty exclusions listed below:

- a) Failures, damages or defects resulting from improper use, maintenance or repair practices contrary to the instructions manuals supplied with the Goods;
- b) Damage and defects where the goods have not been installed by an accredited flooring installer, improper installation and not installed in accordance with the H&S installation instructions and the Australian Standards;
- c) Any natural variations in the appearance of the Goods including but not limited to variations in characteristics, colour, tone and grain;
- d) Colour change or variation in the appearance of the Goods caused by exposure to sunlight or partial exposures due to placement of rugs, mats, furniture or other items;
- e) Damage caused by excessive heat, dryness or moisture;
- f) Damage caused intentionally, recklessly, negligently or by accident or by a Natural Disaster;
- g) Damage caused by sun or its Ultraviolet (UV) rays or radiation;
- h) Water damage caused by flooding, rainwater runoff, bursting, leaking, discharging or overflowing water or liquids;
- i) Use of steam mops or any other cleaning products not recommended in the H&S cleaning instructions including cleaning products (example products containing ammonia);
- j) Spillage of corrosive, chemical or other substances;
- k) Indentations, scratches or damage caused by lack of property maintenance, misuse, negligence, spiked heel shoes or other objects, pets, insects, water, moisture, erosion, pebbles, sand and other abrasives;
- l) Faulty or defective workmanship caused by the floor installer including but not limited to areas that are not

glued adequately, excessive movement or noise;

6. Maintenance & General

The Buyer must comply with any maintenance or repair practices required or recommended in accordance with the instructions manuals supplied with the product, including but not limited to:

- a) Use "breathable" woven fabric rugs at entry points and in high traffic areas to collect grit in conjunction with externally placed door mats.
- b) Sweep with soft broom or static mop or vacuum regularly. Use a "soft" vacuum head to remove grit and abrasives.
- c) Do not use any bleach, ammonia or caustic cleaners to clean the floor.
- d) Ensure all furniture legs and bases are covered in thick felt or rubber stoppers to avoid scratching. Do not drag heavy furniture over floors.
- e) Keeping pet's nails trimmed.
- f) The Buyer understands that stiletto shoes or shoes containing other sharp heels may leave marks on the Goods.
- g) All spills must be removed as soon as they occur, especially oil or fat spills and any pet excretions.

7. Limitation of Liability

- a) Except for costs incurred by H&S in repairing or replacing the floors or by refunding the purchase price, H&S will not be liable for any loss and damages suffered by the Buyer (except major failure and the loss or damage is foreseeable) including but not limited to the costs of alternative accommodation, the cost of furniture removal, legal costs, damages arising from loss or use of the Goods, any indirect, special or consequential damages or injury to any person, corporation or other entity.
- b) If any Goods supplied are supplied to the Buyer as a 'consumer' within the meaning of the term in the *Australian Consumer Law* as amended or relevant state legislation, the Buyer will have the benefit of certain non-excludable rights and remedies in respect of the Goods and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy conferred by law. If the Goods are a product not ordinarily acquired for personal, domestic or household use or consumption, pursuant to section 64A of the *Australian Consumer Law*, H&S limits its liability to payment of an amount equal to the lowest of: (i) the cost of replacing the Goods or supplying equivalent Goods, (ii) the cost of repair of the Goods and (iii) the cost of having the Goods repaired or replaced.