

Resistance Hybrid WARRANTY

Allwood Wholesale Pty Ltd (“the COMPANY”) provides the following warranties for its Resistance Hybrid floor (the “Products”) to the original purchaser from the date of purchase (“Warranty”):

- Wear resistance and abrasion Warranty—the COMPANY warrants that under normal residential conditions the wear layer will not wear through the design layer surface of your Resistance Hybrid floor for the relevant period. Abrasive wear means actual wearing through of the floor surface to show a visual change in the floor’s appearance and does not include other changes in appearance: e.g. scratches, chips, indentations, small gaps due to seasonal movements, gloss variation between boards, reductions in gloss level.
- Waterproof Warranty warrants the surface of Resistance Hybrid floor 100% waterproof and resistant to damage from mopping or normal household spills for the relevant period. The floor will not, upon reasonable exposure to water, swell, buckle, or undergo any significant diminution of its structural integrity. If installed in a wet area, this warranty is subject to the floor being installed in accordance with “Wet Area Installations” section of the Resistance Hybrid floor Installation guide. This warranty does not cover flooding, leaking pipes, household mechanical failures, appliance leaks or similar or damage resulting from mould or mildew growth.
- Structural warranty covering Resistance Hybrid floor in its original manufactured condition will not delaminate for the relevant period, but not including any separation of pre- adhered underlay from the floor.

Under the terms of this Warranty, the COMPANY undertakes to repair or replace any defective Products during the applicable warranty period. The choice of remedy is at the option of the COMPANY. If a replacement product is supplied, the warranty period remains based on the original date of purchase.

TERMS AND CONDITIONS

- Warranties apply in Australia
- Warranty applies to the original purchasers while they reside in the dwelling where the Products are installed.
- Warranty applies to the floor installed and maintained in accordance with the company’s installation recommendations and care and maintenance guidance. Warranty exclude improper installations.
- Warranty is subject to the floor being regular and adequate care and maintenance recommended by the COMPANY. Warranty excludes improper maintenance and inadequate care.
- Warranty excludes any visible defects noted after installation, the owner’s obligation to reasonably inspecting the floor before installation for any these visible defects and faults.

- Warranty excludes any movements from building settling or uneven sub-floor.
- Warranty excludes accidents, abuse, or misuse
- Warranty excludes indentations from stiletto heels on shoes.
- Warranty excludes damages due to the floor being exposed to extreme cold (under 0°C) or extreme heat (over 55°C), excessive direct sunlight, weather or improper humidity in the environment or installation over subfloor heating (other than in strict accordance with the installation recommendations)
- Warranty excludes dis-colouration due to excessive sunlight
- Warranty excludes any consequential or incidental damages such as any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring

AUSTRALIAN CONSUMER LAW

The following statement applies if the supply of the Products to the purchaser is a consumer sale as defined by Australian Consumer Law. In this statement, ‘Our’ means ‘the COMPANY’, ‘You’ means the ‘purchaser’ and ‘goods’ means ‘Products’:

Our goods come with guarantees that cannot be excluded under 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.

Notwithstanding the preceding clause and to the extent permissible by law, the COMPANY’s liability is limited, in relation to the Products and at the option of Australian Wood Company, to:

- » replacing the Products or the supply of equivalent Products;
- » the repair of the Products;
- » the payment of the cost of replacing the Products or of acquiring equivalent Products; or
- » the payment of the cost of having the Products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and the COMPANY is not liable in contract, tort (including, without limitation, negligence, or breach of statutory duty) or otherwise to compensate the purchaser for:

- » any increased costs or expenses.
- » any loss of profit, revenue, business, contracts or anticipated savings.
- » any loss or expense resulting from a claim by a third party; or any special, indirect or consequential loss or damage of any nature whatsoever caused by the COMPANY’s failure in complying with its obligations.
- » The benefits given to the purchaser in the Warranty are in addition to other rights and remedies under law in relation to the Products or Services to which this Warranty applies.

MAKING A CLAIM

Should you believe your Resistance Hybrid is failing to perform in accordance with this RESISTANCE HYBRID WARRANTY or your Australian Consumer Law rights, please contact your retailer to arrange a site inspection with the followings:

- Evidence of the date of its original purchase. The original sales receipt is the purchaser's best proof of purchase; and
- Description of the specific problem with photos if possible.
- Notice from the purchaser in writing of the alleged defect prior to the expiration of the applicable warranty period; and
- Evidence that the Product was installed in accordance with Resistance Hybrid installation instructions; and
- Evidence that the Products were not subject to any of the exclusions set out in the TERMS AND CONDITIONS.

Retailer will take appropriate action to investigate the claim by possibly access to the purchaser's premises to undertake any procedures it deems appropriate to inspect the Products that are subject to the warranty claim.

In circumstances where the COMPANY reasonably requires it, the purchaser must at his expense organise return freight of the affected Products to the retailer or the COMPANY's nearest office for evaluation.

In case any part of your Resistance Hybrid fails to perform in accordance with any of this warranty, the COMPANY will supply free of charge the following percentage (in quantity) of the order for replacement Resistance Hybrid or of comparable quality to replace the affected area of the floor through your original retailer (or another retailer in your area nominated by the COMPANY).

You are responsible for paying for the balance of the flooring and the installation costs.

Year in which your claim is made, calculated from the date of installation:

Year 1 to 5	100%
Year 6 to 10	70%
Year 11 to 15	40%
Year 16 to 20	20%
Over 20 years	10%