# **Armstrong**Flooring

# Residential Warranty - New Zealand Luxury Vinyl, Hybrid & Vinyl Sheet Products

15 Years: Products with 0.3mm Wearlayer | 25 Years: Products with 0.55mm and 0.70mm Wearlayer

While you should have years of enjoyment of your new investment with peace of mind, you cannot rely on quality products and warranties alone. It is extremely important to ensure that proper installation, cleaning and care is carried out and also that the temperature range within your home is well maintained; otherwise your Armstrong Flooring warranty might not apply (see conditions below). Vinyl and hybrid flooring should be protected from excessive heat, prolonged exposure to direct sunlight, dryness or moisture which may cause damage to your floor. Copies of the Armstrong Flooring Installation Instructions and Cleaning and Care Instructions are available at **armstrongflooring.co.nz** 

#### **Consumer Guarantees Act**

Armstrong Flooring acknowledges and respects the terms of the Consumer Guarantees Act 1993 (NZ) (CGA). 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 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. What constitutes a major failure is set out in the Australian Consumer Law. A summary of your rights and remedies under the New Zealand Consumer Guarantees Act can be found at the Ministry of Business, Innovation and Employment's website at consumerprotection.govt.nz. Your rights under the CGA commence from the date of purchase and may run for the life of your goods.

Armstrong Flooring residential warranties are in addition to any rights available under the CGA, which may exceed the rights under this warranty. The Armstrong Flooring warranties are conditional, subject to the conditions set out below.

#### Warranty

**Manufacture Defect Warranty** applies to the structure of the product. Armstrong Flooring™ warrants that the product is free from manufacturing defects.

Please note: Manufacturing defects include delamination, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in EN427, EN428, EN431 and EN434. Residual indentation is defined as indentation exceeding the tolerance as defined in ISO24343.

The specifications of the product is the benchmark on which to judge whether a product is within tolerance. Armstrong Flooring™ warrants the product's dimensions and structure will not alter outside of tolerances for the warranty period.

Performance Warranty applies to the function of the product

Armstrong Flooring ™ warrants that the product will be fit for normal residential purposes for the warranty period when it is correctly installed, cleaned and maintained as set out in the Armstrong Flooring™ Cleaning and Care Instructions for the relevant products..

These Armstrong Flooring™ products have enhanced wear layer features that improve the wearability of the floor. Armstrong Flooring ™ warrants that the product for the warranty period will not wear through to the design layer under normal household use.

**Please note:** Everyday use of the floor may result in, but not limited to, scratches, dents, gloss level variations, change in appearance, change in slip resistance. These are not part of the warranty as this is normal life of a floor covering.

#### Who Is Covered?

This warranty is for the benefit of the original residential property owner for whom the flooring product is installed, or if the original property owner is a builder or developer, to the property owner of the residential property 12 months after the purchase of the floor. The warranty is not transferable.

### What Will We Do?

If any of the covered events occur within the specified warranty period, we will at our cost either furnish comparable flooring (of our manufacture and of similar colour, pattern and quality), or repair of the defective area, at our option, but not including installation costs.

In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring.

If your floor was professionally installed, we will also pay reasonable labour costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less. This does not include labour involved in removal or replacement of cabinets and other fixtures.

## **General Conditions**

The warranty is subject to the following conditions:

- This warranty applies to Armstrong Flooring vinyl flooring products (including LVP/T, Sheet vinyl and hybrid flooring) purchased in New Zealand after 1 January 2024 and used in a residential premises in accordance with these General conditions. The warranty runs from the date of installation.
- 2. The warranty does not apply to:
  - Products installed with visual, manufacturing, colour, dimensional and/or other obvious defects which could have been identified at the time of installation (unless the installation was approved in writing by Armstrong Flooring which approval maybe subject to such conditions as Armstrong Flooring sees fit).
  - Expansion or contraction of the product during normal seasonal temperature and humidity changes.
  - Minor or immaterial differences in colour, texture or pattern between samples, photography or replacement flooring and actual products.
- 3. Without limited or restricting the other rights and remedies that may be available to you under the CGA or any other law in relation to the product, these warranties do not cover any damage or changes in the colour, gloss or slip resistance of the product as a result of or in connection with:

- · Improper shipment, delivery or storage.
- Installation not in accordance with Armstrong Flooring's Installation Instructions and all applicable Australian/New Zealand Standards, local government or building and construction codes
- · Wilful or accidental damage to the products.
- Improper usage/misuse/abuse over and above normal wear and tear including burns, cuts, tears, scratches from high heels, spiked shoes, pets, rolling loads, or chairs or other furniture not using suitable and properly maintained floor or wall protectors or castors
- · Exceeding weight load limitations.
- Improper care & maintenance including (without limitation):
- i. Improper cleaning agents (refer to Armstrong Flooring Cleaning and Care Instructions).
- ii. Improper cleaning equipment such as steam mops, vacuum cleaner beater bar or hard heads.
- ii. Irregular cleaning.
- iv. Improper protection from sharp objects (furniture leg pads).
- Exposure to excessive heat and/or direct sun or failure to provide adequate protection from direct sunlight (e.g., curtains/blinds).
- Mishaps or exposure to abnormally corrosive conditions, excessive heat, moisture or dampness (whether to the surface or trapped beneath the floor), hydrostatic pressure, natural or synthetic rubber, acids, alkalis, animal urine, pebbles, sand or other abrasives.
- Structural or general defects in the site at which the product is installed, including
  failure of the subfloor, water damage (including broken/leaking water pipes, gutter
  overflow, flooding, water spills, weather conditions) or damp being retained under
  any impermeable protective covering or the floor being subject to mould through any
  other cause.
- Alterations to the original manufactured product. Any reinstallation, refinishing or other alterations to the product will void this warranty.
- · Site related causes or the application of topical treatments or cleaning agents.
- · Long term unprotected and localised use (including areas under desks and chairs).
- Installation in any outdoor areas and/or areas of exceptionally high humidity such as saunas.
- Any Acts of God, force majeure, acts of terrorism, damage caused by vermin, insect infestation, fire, flood or any other act or circumstance beyond Armstrong Flooring's reasonable control.
- None of our installers, retailers, distributors or employees have the authority to alter the obligations, limitations, disclaimers or exclusions under any of these warranties.

# Your Responsibilities under the Warranty

You should retain proof of your purchase and the installation address and ensure that the flooring is properly installed in accordance with our Installation Instructions, preferably by a professional flooring installer.

If you are not the direct purchaser, then you should obtain evidence of purchase (e.g., receipts) from the contractor who purchased the products for you, and of correct installation.

You must also properly care for and protect your new floor as set out in our easy to follow Armstrong Flooring Cleaning and Care Instructions.

#### How to Make A Claim

This warranty is provided by Armstrong Flooring NZ Limited, PO Box 45187, Te Atatu, Auckland, 1021, Ph 0800 449 649, Email CustomerServices@armstrongflooring.co.nz

Any claim under this warranty should be made to the retailer from which the floor was purchased within 30 days of the defect or damage becoming reasonably apparent, providing proof of purchase, the installation address and details of the issue (including a photo if possible). The retailer will then contact Armstrong Flooring and make arrangements for the processing of your claim, which may include arranging an onsite inspection.

If you were not the direct purchaser, you will need to obtain evidence of purchase (e.g., invoices/receipts) from the contractor who purchased the products for your project and proof of correct installation as set out above. You must also provide any additional information required to process your claim which may involve evidence of installation in accordance with the Armstrong Flooring Installation Instructions, sufficient descriptions and photographic evidence of the claimed defect or damage, making the floor available for inspection and/or allowing removal of samples by Armstrong Flooring for technical analysis.

You must bear your expenses of claiming under this Armstrong Flooring warranty (including provision of information as set out above) and Armstrong Flooring will bear the cost of any inspection and processing of your claim.

Upon receiving valid notice of the claimed defect or damage and all information required to process your claim, Armstrong Flooring will determine whether the claimed defect or damage is eligible for coverage under this warranty, and notify you of the determination and if the claimed defect or damage is eligible for coverage under this warranty arrange for the relevant remedy, otherwise, provide reasons why the coverage is not available.

Armstrong Flooring will handle your personal information in accordance with its privacy policy, which is available at **www.armstrongflooring.co.nz**. Armstrong Flooring may share your information with its authorised service personnel to process your claim.