

Storm Luxury Hybrid planks

Party to be covered

The original purchaser is covered by this warranty. In the event that a builder or developer purchases the Storm Luxury Hybrid Planks (“Flooring”), the occupant of the site on which the Flooring is installed is covered by this warranty.

Australian Consumer Law

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 goods fail to be of acceptable quality and the failure does not amount to a major failure.

Acceptable Quality

Topdeck International Pty Ltd warrants the original purchaser that our TOPDECK Storm Luxury Hybrid planks in the original manufactured state free from structural defects, Structural Warranty for 25 years in residential applications and 5 years for commercial uses. We warrant to the original purchaser that the wear layer (Coating Warranty) will not peel or separate from the flooring plank in residential applications for 5 years and 3 for commercial uses if it is installed and maintained according the TOPDECK Solid Timber installation guideline and TOPDECK Solid Timber maintenance & care instructions. Variations in grain, pattern, colour and/or texture are common and are not considered defects.

Major Failure

Storm Luxury Hybrid Planks may display characteristics such as batch and slight colour variation, blemishes, gaps and surface indentations are normal and will not be considered as a **Major Failure**. They are considered part of purchasing a laminate floor. 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**. These definitions are not intended to diminish or reduce the statutory rights of any purchaser. This warranty only covers the manufactured goods. Installation warranties should be obtained from the Installation Company or individual completing the installation.

Prior to installation

1 It is the owner/installer’s responsibility to ensure that there are no visible defects and that all any possible defect, **please call us immediately** for inspection and possible replacement prior to installation. All questions of product quality are to be addressed prior to installation. Never install defective product. Topdeck International Pty Ltd makes no warranty or guarantee of the quality of the chosen installer’s work or of a particular installation performed by them. It is the sole responsibility of the installer/owner to ensure that site conditions are acceptable for the installation

of the flooring. Topdeck International Pty Ltd declines any responsibility or material failure resulting from or connected with site conditions or installation methods.

2 The owner/installer must do pre-laying checks and site testing before the installation. It is essential that subfloor levels meet Australian standards and the floor should be laid indoors in suitable areas without a continual risk of excessive moisture/flooding such as saunas, bathroom or outdoor areas.

3 This limited warranty is not transferable and is valid only to the original purchaser at the original installation site.

4 The floor must be stored in a completed building where it is protected from the environment (i.e. must have a sub-floor, roof, walls windows & doors in a completed operational state). The flooring is to be kept in the packaging just prior to installation. The flooring should only be installed in the final stages of completion of a construction project with all trades people having left the site. All work involving water or moisture should be completed prior to installation.

Exclusions of Warranty

The following are not covered by this warranty:

1 Damage due to transportation, storage, handling, installation, incorrect maintenance, cleaning with steam mops or any other external causes are not warranted.

2 Indentations, scratches, damage caused by negligence, exposure to extreme heat and UV light sources, dryness or water saturation, an extended period of water submersion or leakage, buildings locked with lack of ventilation during extreme heat & humidity, accidents, abuse, misuse, stains, or other damage caused by animals, failure to follow all the Hybrid installation guidelines and maintenance instructions, insufficient protection, improper or unauthorized alterations or repairs to the original manufactured product and or any damage caused by any footwear.

3 Labour costs to repair or replace incorrectly installed, or installed damaged or visibly defective material. This limited warranty allows for a 5% allowance in manufacturing defects and grading and apply to the structural warranty and visible defects.

5 It does not cover damage caused by force majeure. Water damage caused by natural disasters, standing water (e.g. from appliance failures, like washing machine leaking), hydrostatic pressure, pet urine or other corrosive liquids or outside water (from snow, rain or water which enters through an open window or door, etc.) is not covered.

4 Variations in colour or grain pattern variations between the samples and the installed floor.

5 Please note, all the mouldings and accessories are not covered by this warranty

Warranty Claims

If Topdeck International Pty Ltd accepts a claim under this limited warranty, it will replace the affected material with the same product or another product of equal value. The sole remedy herein is the replacement of all defective products. This limited warranty covers the cost of materials only and does not include labor or any other related costs. Under no circumstances shall Topdeck International Pty Ltd be liable for any loss or damage arising from the purchase, use or inability to use this product or any special, indirect incidental or consequential damages. All claims must in

writing (including photographic evidence) should be mailed to the place of purchase. Any party that commits to floor repair / maintenance without the consent of the Topdeck International Pty Ltd will be responsible for the cost of the repair or replacement. All settlements will be accompanied by a waiver signed by all parties.