

Defects Warranty - Commercial Flooring

Subject to the terms and conditions set out in this warranty, **Braeside Mills Operations Pty Ltd ABN 57 659 692 421**, trading as Armstrong Flooring (**Armstrong Flooring**), warrants that the commercial flooring products set out, and installed at the site described, in the Project Confirmation attached to or accompanying these warranty terms and conditions (**Product**) will be free from defects in material and workmanship that impair the proper functioning of the Product when used normally in accordance with these terms and conditions and any other recommendations and/or user manuals provided by Armstrong Flooring for the Product Warranty Period set out below (**Product Warranty**). The Product Warranty is in addition to your other legal rights and remedies. These warranty terms and conditions do not exclude or reduce your statutory rights in relation to the Product.

In respect to transactions with consumers (as set out in section 3 of the Australian Consumer Law): These goods also 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.

Product Warranty Period

- If the Product is installed using the adhesives recommended in the installation instructions for the specific product provided by Armstrong Flooring (**Installation Instructions**) – **15 years** from date of the Armstrong Flooring invoice selling the Product to you or the supplier of the Product (**Invoice**)
- If the Product is installed using other adhesives and/or accessories – **10 years** from date of Invoice (**Product Warranty Period**)

Who is Covered?

The Product Warranty is in favour of the nominated person set out in the Project Confirmation [being the person or entity for whom the Product is installed and has ultimately paid for the Product (whether or not through an agent or contractor)] and is not transferable. The Product Warranty does not extend to any person who has subsequently acquired legal title to the Product or any person to whom the Product Warranty has been purportedly transferred or assigned, unless Armstrong Flooring is notified and agrees in writing to extend the application of the Product Warranty to that person.

What will we do?

Subject to Armstrong Flooring's obligations under laws which cannot be excluded, modified or restricted (including those under the Australian Consumer Law which may exceed the rights under the Product Warranty), if a defect is identified:

- Within one year of the date of Invoice – the defective Product will be replaced or repaired (at Armstrong Flooring's option) including reasonable labour costs for installation
- Within two years of the date of Invoice - the defective Product will be replaced or repaired (at Armstrong Flooring's option) and Armstrong Flooring will contribute 50% of reasonable labour costs for installation
- For the balance of the Product Warranty Period - the defective Product will be replaced or repaired (at Armstrong Flooring's option) (excluding the cost of installation)

General Conditions

The Product Warranty is subject to the following conditions which if not satisfied the Product Warranty will not apply:

- The Product must be installed by professional-tradesperson in accordance with the Installation Instructions and all applicable Australian Standards, local government or building and construction codes.
- For concrete subfloors, moisture tests must be carried out prior to installation in accordance with AS/NZS1884 Appendix A 3.2.2. RH moisture vapour in concrete slabs must not exceed 80% relative humidity. Tests results must be retained for the Product Warranty Period.
- Prior to and during installation, the site at which the Product is to be installed must be prepared and/or maintained to satisfy the job site conditions as set out in AS/NZS1884 and the Installation Instructions and any adhesive manufacturer recommendations.
- An adequate maintenance programme must be instituted and implemented in accordance with Armstrong Flooring's recommendations.
- You must comply with the "How to Make A Claim" requirements set out below.

Exclusions

The Product Warranty will not apply to:

- Products installed with visual, manufacturing, colour, dimensional and/or other obvious defects which could be identified at the time of installation (unless approved in writing by Armstrong Flooring which approval maybe subject to such conditions as Armstrong Flooring sees fit)
- Minor or immaterial differences in colour or pattern between samples , including where different batches or out of sequence rolls from same batch are installed together or photographs and actual products

The Product Warranty will not apply if the Product is defective, damaged or experiences changes in colour or appearance or slip resistance as a result of or in connection with:

- Normal wear and tear
- Wilful or accidental damage to the Products or any Product subject to abnormal use or abuse
- Improper shipment, delivery or storage
- Application of improper cleaning agents and/or methods or mishaps or exposure to abnormally corrosive conditions, excessive heat, moisture or dampness, acids, alkalis, animal urine, pebbles, sand or other abrasives or hydrostatic pressure
- Exposure to excessive heat and/or sun and age or failure to provide adequate protection from direct sunlight protection (eg curtains/blinds)
- Improper usage /misuse/abuse over and above normal wear and tear or improper loading 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
- Structural or general defects in the site at which the Product is installed, deficiencies related to subfloor/floor joist assemblies, subfloor/substrate preparation materials and fasteners including without limitation uneven subfloor, unevenness or movement of subfloor/substrate, deflection or voids in the subfloor/substrate or products having been subject to excessive subfloor/substrate moisture, water damage (including broken/leaking water pipes, gutter overflow, flooding, water spills, weather conditions) or damp being retained under any impermeable protective covering or subject to mould through any other cause
- Expansion or contraction of the product during normal seasonal temperature and humidity changes
- 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 works carried out at the site where the Product is installed after the installation of the Product
- 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
- Products sold as irregulars, seconds or sold without warranty

How to Make A Claim

Any claim should be made to our address at the foot of the first page, providing proof of purchase and the installation address. If you were not the direct purchaser you will need to obtain evidence of purchase (eg invoices/receipts) from the contractor who purchased the products for your project and proof of correct installation as set out above.

If Armstrong Flooring is not notified promptly and within 14 days of the defect or damage becoming reasonably apparent, Armstrong Flooring may deny the claim and, to the fullest extent permitted by law, will have no liability under the Product Warranty.

You must bear your expenses of claiming under the Product Warranty and provide any information required to process your claim which may involve proof of purchase, evidence of installation in accordance with the Installation Instructions and/or use of Armstrong Flooring adhesives and accessories, sufficient descriptions and photographic evidence of the claimed defect or damage, making the Product available for inspection and/or allowing removal of samples by Armstrong Flooring for technical analysis. 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 the Product Warranty. If Armstrong Flooring determines that the claimed defect or damage is eligible for coverage under the Product Warranty, then Armstrong Flooring will notify you accordingly and arrange for the relevant remedy. If Armstrong Flooring determines that the claimed defect or damage is not eligible for coverage under the Product Warranty, then Armstrong Flooring will notify you accordingly and provide reasons why the coverage is not available.

If you are uncertain about any aspect of the Product Warranty, please contact your Territory Manager, or contact Armstrong Flooring at its address at the foot of the first page.