



# Prime

## *Legend Collection* – Surface Water Proof Warranty

### LAMINATE FLOORING PRODCUT WARRANTY

#### **Party to be covered**

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

#### **Australian Consumer Law**

The Flooring comes 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 Flooring repaired or replaced if the Flooring fails to be of acceptable quality and the failure does not amount to a major failure.

#### **Acceptable Quality**

The Flooring is fit for use in internal installations only and should not be used external environments. Furthermore, The Flooring must be installed as a floating floor. The Flooring should be installed in an area which is occupied, protected from direct heat and sunlight.

**This Surface water proof warranty applies for installation in wet areas including bathrooms, toilets, kitchens and entrance areas if it is installed and maintained according to Topdeck Installation and maintenance instructions.**

Topdeck International Pty Ltd warrants the person who is covered by this warranty that the Flooring in the original manufactured state free from structural defects for 25 years in residential applications and 5 years for commercial uses. We warrant to the person who is covered by this warranty that the wear layer will not peel or separate from the flooring plank in residential applications for 25 years and 5 years for commercial uses if it is installed and maintained according to Topdeck installation and maintenance instructions.

#### **Major Failure**

The Flooring top wear layer used is not scratch or chip proof and reasonable care should be taken to avoid scratching and chips from occurring. Scratches, chips, gaps or small blemishes are not considered as major failure. They are considered part of purchasing a laminate floor. 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) The owner/installer must inspect all material 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. 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) This limited warranty is not transferable and is valid only to the original purchaser at the original installation site. The floor must be installed in indoor areas (excluding wet areas).
- (3) The Flooring 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 wet mopping or any other external causes are not warranted.
- (2) Indentations, scratches, damage caused by negligence, exposure to extreme heat, dryness or water saturation, 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 Prime laminate 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) Variations in color or grain pattern variations between the samples and the installed floor.
- (4) Labor 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) **This surface water proof guarantee applies to normal household spills.** It does not cover 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.)
- (6) Please note, all the mouldings and accessories are not covered by this warranty

### **Warranty Claims**

If Topdeck International Pty Ltd 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) & sent within thirty days after the defect has been detected and 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.

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[www.topdeckflooring.com.au](http://www.topdeckflooring.com.au)