



TOPDECK FLOORING

PRE-FINISHED SOLID TIMBER FLOORING PRODUCT WARRANTY

Party to be covered

The original purchaser is covered by this warranty. In the event that a builder or developer purchases the Pre-Finished Solid Timber Flooring (“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 Pre-finished Solid Timber flooring 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 to the TOPDECK Solid Timber installation guideline and TOPDECK Solid Timber maintenance & care instructions. Variations in grain, pattern, color and/or texture are common and are not considered defects.

Major Failure

TOPDECK Pre-finished Solid Timber Flooring is a natural product, small splits, cracks, blemishes in the coating surface of the floor can occur. This is known as surface checking and should be considered normal. The pre-finish coating used is not scratch or chip proof and reasonable care should be taken to avoid scratching and chips from occurring. In addition, some gloss variation between boards installed may occur. Note that gloss variation, surface checking, scratches, chips, gaps or small blemishes are not considered as major failure. They are considered part of purchasing a natural timber floor. These definitions are not intended to diminish or reduce the statutory rights of any purchaser. TOPDECK Pre-finished Solid Timber flooring warranty only covers the manufactured goods. Installation warranties should be obtained from the installer, 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 materials match the order. Should the person doing the installation determine that the product has 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.
- (3) The product must be stored in a completed building where it is protected from the environment, meaning, the building must have a sub-floor, roof, walls, windows & doors in a completed operational state. The product is to be kept in the packaging just prior to installation.

- (4) TOPDECK Pre- finished Solid Timber 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.
- (5) TOPDECK Pre-finished Solid Timber is fit for use in internal installations only and should not be used external environments. Furthermore, TOPDECK Pre-finished Solid Timber should be installed in an area which is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity before, during and after installation. TOPDECK Pre-finished Solid Timber flooring must not be installed in wet areas including bathrooms, toilets, areas or rooms where a floor water drain is required or present.

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.
- (2) Indentations, scratches, damage caused by negligence, exposure to extreme heat, dryness or water saturation, accidents, abuse, misuse, stains, or other damage caused by animals. Buildings continually unoccupied in excess of 60 days & locked with lack of ventilation of during extreme heat & humidity, will void the warranty. Failure to follow all the TOPDECK Pre-finished Solid Timber installation guideline 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) TOPDECK Pre-finished Solid Timber flooring installed in wet areas including bathrooms, toilets, areas or rooms where a floor water drain is required or present, will not be covered by this warranty..
- (4) Variations in color or grain pattern variations between the samples and the installed floor.
- (5) 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.
- (6) Seasonal changes and variations in humidity & temperature the flooring will expand and contract with in the manufacturers recommended tolerances and is not a manufacturing defect.
- (7) During extreme heat & humidity, excessive shrinkage or expansion small cracks (checking), or cupping may occur and is not warranted.
- (8) Damage caused by force majeure.

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.

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