

AVALA HYBRID PLANKS

Hybrid

Avala Hybrid Planks Warranty

Party to be covered

The original purchaser is covered by this warranty. In the event that a builder or developer purchases the Avala 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

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.

The water proof warranty applies for installation in wet areas including bathrooms, toilets, kitchens and entrance areas if it is installed and maintained according to Avala Hybrid Planks Installation and Maintenance instructions.

Topdeck International Pty Ltd warrants the original purchaser that TOPDECK Avala Hybrid Planks in the original manufactured state free from structural defects, Life Time Structure Warranty in residential applications and 7 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 20 years and 10 for commercial uses if it is installed and maintained according to the Avala Hybrid Planks Installation guideline and Avala Hybrid Planks Maintenance & Care instructions. Variations in grain, pattern, colour and/or texture are common and are not considered defects.

Major Failure

Avala 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 Hybrid 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 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) 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. Avala Hybrid Planks 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.

AVALA HYBRID PLANKS

Hybrid

Avala Hybrid Collection Warranty

Exclusions of Warranty

The following are not covered by this warranty:

- (1) Damage due to transportation, storage, handling, installation, incorrect maintenance, or any other external causes.
- (2) Indentations, scratches, damage caused by negligence, exposure to extreme heat and UV light sources, dryness or water saturation, and extended period of water submersion of leakage, buildings locked with lack of ventilation during extreme heat & humidity, accidents, abuse, misuse, stains, or other damaged caused by animals, will void the warranty.
- (3) Failure to follow all the Avala Hybrid Planks installation guideline and maintenance instructions, insufficient protection, improper or unauthorized alterations or repairs to the original manufactured product, will void the warranty.
- (4) Slight variations in colour between the samples and the installed floor.
- (5) Each plank has already attached acoustic cross-linked IXPE Underlay (AAAC 5 Star). **Do not use** any type of extra underlays except for 3mm or 5mm solid rubber underlay if you have to.
- (6) Boards are visibly faulty on either structure or surface prior to installation should not be installed and are therefore also not covered by this warranty.
- (7) 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.
- (8) Changes and variations in humidity & temperature the flooring will slightly expand and contract within the manufacturers recommended tolerances and is not a manufacturing defect.
- (9) **This 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, 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.)
- (10) 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 labour 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.