

14mm Elegant Oak Residential Warranty

1 Warranty

- This Warranty is given by Clever Choice Pty Ltd ABN 88 118 534 740 ("**Clever Choice**") and is to be read subject to the terms and conditions of sale and supply which apply to the relevant sale.
- The rights described in this Warranty are in addition to the statutory rights to which you may be entitled under the *Competition and Consumer Act 2010*. Some purchases will come with guarantees that cannot be excluded under the Australian Consumer Law.
- Clever Choice limits its liability which attaches to the supply of goods used for commercial purposes to the **lowest amount** of the cost of replacing the goods, the cost of obtaining equivalent goods or the cost of having the goods repaired.
- Clever Choice's liability under this Warranty is limited to repair, replacement or refund only. All claims require supporting documents and inspection reports as stated in this Warranty.
- This Warranty is not transferable and cannot be assigned and is valid only to the original purchaser at the original installation site.
- The Warranty only becomes effective when full payment for the product has been made.
- This Warranty and the product is warranted for **interior indoor use only**.

2 Limited Surface Warranty – 25 years Residential / 5 years Commercial

- Clever Choice warrants to the original purchaser only that the timber coating will not wear through under normal conditions of wear and tear of foot traffic for a period of 25 years Residential / 5 years Commercial from the date of purchase. Gloss reduction, indentations and scratches caused by regular traffic are not considered wear through.

3 Structural Integrity Warranty

- Clever Choice warrants to the original purchaser only that its product in its original manufactured condition is free from defects in material and workmanship, including lamination, assembly, dimension and grading. This may not apply to special or non-standard grade specifications as advised at the time of sale.

4 Features of a floating floor

- Can be installed and pulled-up easily
- Generally easier and cheaper to repair in the event of a problem
- Can be laid on an acoustic underlay to meet sound requirements for multilevel living
- Can be laid over different subfloor surfaces (subfloor levelling may be required)
- Allows boards to naturally expand and contract during temperature change
- Oak boards will squeak or crack if there is any vertical movement.
- Requires trims between rooms to allow for natural movement

5 Expectations

- Oak Flooring will continue to expand and contract during normal seasonal temperature and humidity changes. The product, when properly installed, may experience slight expansion and contraction during normal seasonal temperature and humidity changes, which is normal. More excessive movement due to extreme weather conditions is to be expected.
- Board separation may occur due to inadequate perimeter spacing

- Expansion trims and gaps must be installed as required and recommended in Clever Choice's installation guide supplied in every carton.
- Some timbers may naturally experience minor checking (cracks) as boards expand and contract, which is considered to be acceptable and normal for timber floors.
- Being manufactured from a natural material, please check the colour is acceptable prior to installation, as colour variations can occur between batches of the same species.
- Colour and appearance can also be affected by exposure to ultraviolet light and other environmental factors. This is considered normal.
- The grade of the flooring selected will determine the visual appearance of your flooring.
- The brushed finish to the boards makes for an uneven surface and edges, which varies from board to board. Large or irregular gaps at board joins generally have filler applied to any gaps caused by heavy brushing. Care is needed to maintain a consistent gloss level or alternately if you are unhappy with the appearance of individual brushed boards, they must not be installed and you must request a replacement from your supplier.
- Due to the vulnerability of flooring to damage, it is expected that the floor will be installed as the last trade and will be suitably covered and protected from damage that can be damaged by other trades. No claims under this Warranty for loss or damage caused by third parties including completion of other trades will be accepted.

6 Conditions of warranty

- Clever Choice will honour claims under this Warranty only if all of the following conditions are satisfied. Compliance with these conditions are essential for claims to be properly made under this Warranty:
 - ◆ Your installation obligations
 - ◇ At all times between purchase and installation, the flooring must be properly stored according to Clever Choice's installation instructions.
 - ◇ You must install the product in accordance with any minimum Australian Standards and strictly in accordance with the Clever Choice's installation instructions that accompany the product.
 - ◇ If a product is thought to be defective by the installer, that person needs to STOP and contact the reseller or Clever Choice immediately. Installation will be taken as acceptance of the appearance, relating to features visible at time of purchase/installation. The installer will be responsible for any costs relating to the rectification of products installed with visual or audible faults.
 - ◆ Your care obligations
 - ◇ Clever Choice flooring must be maintained in accordance with the Clever Choice's recommendations.
 - ◇ Any subfloor must be and remain level to avoid vertical movement.
 - ◇ Relative humidity in the area of use must be maintained within a range of 40% to 60%.
 - ◆ Claims procedure
 - ◇ Clever Choice must receive written notice prior to rectification within 30 days after the discovery of any claimed defect or failure covered under this Warranty.
 - ◇ A completed claim form and supporting photos need to be sent to Clever Choice to start the inspection process.
 - ◇ Clever Choice is allowed 30 days following receipt of notice to inspect the product to confirm if any manufacture defect is present. Additional time may be required if an independent expert opinion is required. Clever Choice must be given the opportunity to inspect the floor prior to any warranty repairs being undertaken.
 - ◇ Any rectification work covered by this Warranty will not be covered without written approval by Clever Choice and if undertaken without approval will void this Warranty.

- ◇ The customer must provide proof of date of purchase, the original purchase invoice, evidence that he/she is the original purchaser and show that the floor is at the original site of installation.
- ◇ A minimum of 10% of the total installed surface area, visible from a standing height, must be affected for the warranty to apply. The expectations of the person making the complaint, must be in line with what is considered fair and reasonable by the Australian timber flooring industry.
- ◆ Clever Choice's options
 - ◇ If the product has been proven faulty prior to installation, Clever Choice at its option, will either supply replacement product from the current range or parts to repair or replace the defective product or refund the cost of goods to our invoiced customer.
 - ◇ If the product has been proven to become faulty after installation, Clever Choice at its option, will either supply replacement product from the current range or parts to repair or replace the defective product or refund the purchase price of the defective product prorated over the remaining life of this limited warranty.
- This Warranty is exclusive. It covers the repair or replacement of defective materials only. Clever Choice will only cover the cost of rectification if the product is proven and accepted to have become faulty after installation. Clever Choice may at its discretion appoint its own team for rectification. Clever Choice accepts no responsibility for consequential damage or rectification costs to fixtures, skirting or trims unless such items have been separately itemised and approved by Clever Choice, prior to rectification. No additional costs will be covered.
- The Warranty will be made void if unusual man-made or natural disasters, including leaks, broken plumbing, fire, flood, rising water, earthquake or standing water occur during or after installation.

7 Warranty Exclusions

This Warranty does not cover any of the following:

- Installation of boards or underlay that had a visual or audible defect at time of installation.
- The use of steam mops voids this Warranty.
- Indentations, scratches, damage caused by negligence or accident, water erosion, insect attack, animals, high- heeled or spiked shoes or casters or rollers or dragging heavy objects.
- Failure to follow Clever Choice's written installation instructions, including protecting the floor from sub-floor moisture.
- Changes in colour or appearance (aging or coating) due to full or partial exposure to sunlight, weather, excessive heat, moisture or improper humidity and temperature control, contributed to or caused by lack of window coverings, awnings or airflow in the installed area
- Improper maintenance, insufficient protection or misuse. Including exposure to chemicals, acids(Urine), adhesives or rubber.
- Alterations to original manufactured specifications for coating and suitability for purpose.
- Unauthorized alterations or repairs to the original product will void all Warranties.
- Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately levelled.
- Squeaking and creaking where any vertical movement is present, either due to unlevel subfloor or boards being under pressure during natural movement. Oak floors may naturally creak or squeak in areas affected by pressure or movement.
- Raised board edges, cupping, crowning, tenting or buckling throughout the floor area is caused by issues related to installation or the installed environment which is not controlled by the manufacture, and are specially excluding from this Warranty.
- Boards with a brushed finish by design have a rustic and non-uniform appearance. Tolerances at board edges and ends, is increased when boards are brushed. Large or irregular gaps at board joins, is to be expected and boards installed are deemed to have been accepted and are not covered by this Warranty.

- Damaged caused by other trades within the same project will not be covered by this Warranty.
- Where trims have not been installed as per installation guidelines including doorways.
- Installations that are unoccupied for an extended period of time are excluded due to the inability to maintain the prescribed parameters of the environment.

8 Warranty Disclaimers

- All other warranties express or implied (including by law) are expressly negated to the extent it is lawful to do so.
- Clever Choice is not liable for loss of use or any other incidental or consequential costs, expenses or damages incurred by the original purchaser. This includes alternative accommodation, the cost of furniture removal, legal costs, damages arising from loss or use of the product, any indirect, special or consequential damages or injury to any person, corporation or other entity.

**For more information on Clever Choice, please contact your supplier or go to our website
www.cleverchoice.com.au**