



## WARRANTY

### Aquamarine Collection

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#### Lifetime Limited Structural Warranty

Cloudwalk Aquamarine collection flooring is provided with a Lifetime Limited Structural Warranty to cover the performance and appearance of the plank from delamination, splitting and geometry that would affect the planks assembly and in-service performance. The planks must be inspected prior to installation, planks deemed not fit for service should not be installed and will not be covered by warranty provisions.

Due to the variable climate conditions within Australia and New Zealand planks may display sight bow and twist when removed from the cartons this is not considered a structural defect unless the planks cannot be assembled after an adequate period of acclimatisation. Note; planks should not be unpacked overnight and or left loose prior to install.

Post installation cupping, gapping and peaking issues could be considered site related installation and may not be covered by the warranty and other consumer related product purchase laws. Cloudwalk Aquamarine Collection flooring must be installed as per the manufacturer's guidelines and in-line with the floating floor install procedures. Direct fix method is not recommended for floating profiles and will not be covered by our warranty. If the install guidelines are not contained within the cartons provided please contact [info@cloudwalk.com.au](mailto:info@cloudwalk.com.au) to obtain an up to date set of instructions.

Warranty provisions are extended to the individual or company that is nominated as the original point of purchase and or initial occupant at the installation site. A copy of the original receipt will be required to establish purchase history. Warranties are not transferrable.

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#### 25 Year Limited Residential Wear Warranty

Cloudwalk Aquamarine Collection flooring provides for a 25 Year Limited Residential Wear Warranty that guarantees that the finish coating will not wear through to the underlying uncoated surface. This in course implies that the appropriate conditions for use are in line with the provisions set out in our Maintenance and Care instructions. Please make sure you understand the guidelines before commencing any cleaning and maintenance schedules. This information should also be passed onto third party contractors if you are not responsible for cleaning your floors.

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#### Australian Consumer Law

Cloudwalk Aquamarine Collection Flooring come with guarantees that cannot be excluded under Australian Consumer Law. Entitlements include a replacement or refund for what is termed as a major failure and for agreed reasonably assessed associated costs. Entitlements also allow for the goods to be replaced if the product fails to meet an agreed acceptable quality and that quality does not constitute a major failure.

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#### Acceptable Quality

Our Aquamarine Collection flooring is designed to be installed for interior use only for floors and walls. It is not designed for external use. The product will not be covered by warranty provisions for use in wet areas, (Bathrooms or similar). In areas where incidental spills may occur, such as Kitchens or Living areas, spillage should be wiped dry as soon as possible to avoid moisture ingress and possible plank deformity.

The product should be installed as per the install guidelines, special attention should be directed to plank inspection prior to install. Slab or substrate should be inspected and suitable for flat and dry installation. For heating and cooling, all mechanical systems must be compatible and comply with environmental performance attributes for aquamarine products. Internal temperature and humidity controls need to be aligned to match performance guidelines for natural. Evaporative cooling systems must be installed with adequate ventilation and operation should be as per system recommendations. Poor use of

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evaporative cooling systems may create very high internal humidity and residue moisture within the home. Cupping and plank deformity may result as a direct result of high or low internal humidity.

### **Major Failure**

Cloudwalk Aquamarine Collection Flooring characteristics such as slight colour batch variation, blemishes and surface embossing indentations are normal and will not be considered as a Major Failure. This will also extend to slight coating variations for gloss levels and sheen viewed in an indirect light environment (curtains / shades closed). Seasonal change resulting in slight gapping, consistently over many planks along with incidental movement of planks would be considered normal as a part of the building environment and would not constitute a Major Failure.

Once planks have been installed it is considered that site matters such as substrate suitability and the product have been accepted by the installer / contractor. The product manufacturer warranties do not cover installation and site suitability. Once installed the product is deemed to be suitable for use and plank defects that should have been removed or assessed prior to installation will not be covered by warranty provisions. This will be a matter between client and contractor. We would recommend that you always ask for installation or contractor warranties to cover workmanship as these are not covered by the Cloudwalk flooring manufacturing warranties. Structural plank delamination or surface coating deformities from normal in-service use may require a service inspection. If this arises immediate contact with your initial point of purchase is recommended.

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### **Exclusions of Warranty**

Cloudwalk Flooring will not warrant where the defect in, or the failure of, the Product arises in whole or in part from:

- Improper clean, care or maintenance of the product;
- Unevenness caused by uneven sub-floor;
- The subfloor not being prepared in accordance with current Australian standards or improper or inadequate application of the product;
- Damage, intentional or accidental caused by abuse, misuse, stiletto heels, dragged objects, heavy furniture, castor wheels, dropped items, sand, stones or other foreign objects brought into contact with the product;
- Dimensional instability within the floor-covering assembly;
- The presence of underfloor heating, not being used in line with manufacturer recommendations.
- Scratches or surface marks/stains;
- Unusual man-made or natural disasters, including leaking or broken plumbing, fire, flood, and earthquake or standing water occur during or after installation.
- Damage occurs during shipping is the responsibility of the shipping company

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### **Warranty Claims:**

Once Cloudwalk Flooring accepts a claim under this limited warranty, it will replace the affected material with the same product. This limited warranty covers the cost of materials only and does not include labour or any other related costs. Under no circumstances shall Cloudwalk Flooring 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 Cloudwalk Flooring 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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