

## **WARRANTY**

## **Hybrid – Super Plank**

### 25 Year Structural Warranty

The manufacturer warrants its product from the performance and appearance of the plank from delamination, cracking, twisting 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 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 for any extended period of time.

Super Plank flooring is designed with a click assembly profile for floating installation only. Please refer install guidelines. Please contact <a href="mailto:info@clouswalk.com.au">info@clouswalk.com.au</a> to obtain an install and care instructions.

Planks required for the expected install area should be unpacked approximately 30-60 mins prior to actual placement to allow for normal room acclimatisation. It is vital that the room temperature is kept relatively constant during the installation. You should avoid installing during extreme temperature conditions that are either excessively high (> 33c) or excessively low (<10c). If rooms are exposed to direct external heat and sunlight, openings should be covered by blinds or suitable window and door treatments to minimise direct heat exposure. Maintaining a constant temperature and moderate humidity within your home is beneficial to the floor service life and your general well-being.

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.

#### 20 Year Limited Residential Wear Warranty.

Our Hybrid flooring provides for a 20 Year Limited Residential Wear Warranty that from the date of purchase, the manufacture warrants to the original purchaser only, that under normal domestic conditions of use the surface will not wear through, during this period warranted. Please make sure you understand the guidelines before commencing any cleaning and maintenance schedules. This information should be passed onto third party contractors if you are not responsible for cleaning the floor area.

#### **Australian Consumer Law**

Super Plank 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.

## **Acceptable Quality**

Super Planks Flooring are designed to be installed for interior use only. They are not designed for external use. The product will not be covered by warranty provisions if used in an outdoor area.

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 products. Internal temperature and humidity controls need to be aligned to match performance guidelines as stated by the heating system guidelines. Evaporative cooling systems must be installed with adequate ventilation and operation should be as per system recommendations.

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# **Major Failure**

Hybrid Super 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. 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. 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

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 inservice use may require a service inspection. If this arises immediate contact with your initial point of purchase is recommended.

#### **Exclusions of Warranty**

The manufacture 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
- Planks that have been installed that may display imperfections outside of natural grading specifications would be deemed as acceptable and suitable for installation. These matters need to be taken up with the Installer / Contractor. Warranties do not cover workmanship, installation processes and site suitability.
- The warranty provisions will not cover installations practices not consistent with manufacturer's guidelines. Floor care and maintenance must be conducted in line with our product guidelines to avoid coating and product damage. Warranty provisions will not cover poorly maintained floor.

## **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

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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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