

## Karndean Designflooring Warranty

Effective: 1<sup>st</sup> January 2018

**Product Ranges:** Karndean Art Select; Da Vinci; Van Gogh; Opus; Michelangelo, Knight Tile LVT Floor coverings; Kaleidoscope; Heavy Duty Commercial; Palio Clic; LooseLay and Korlok floor coverings.

### Definitions

“**Wear out**” is defined as the wear-down of the surface wear layer to the extent that no pattern is any longer apparent.

“**Lifetime**” is defined as 35 years. The warranty is fully transferable to the next owner as long as the floor is used as specified for the room type.

“**Commercial**” installation is defined as one in which business is conducted.

“**Residential**” installation is defined as a private domestic residence.

### Scope

Used in Commercial premises, Karndean (hereinafter referred to as “the Company”) offers the following product warranties against product wear-out and manufacturing defects:-

Knight Tile 10-years commercial light duty\*  
Van Gogh; Opus; Michelangelo 15-years commercial heavy duty  
Art Select; Da Vinci 20-years commercial heavy duty  
LooseLay 15-years commercial heavy duty  
Korlok 15-years commercial heavy duty\*\*  
Palio Clic 12-years commercial heavy duty\*  
Kaleidoscope; Heavy Duty Commercial 10-years commercial heavy duty

Used in Residential premises, the Company offers a lifetime product warranty against product wear-out and manufacturing defects.

**Conditions** - The warranty is conditional on the following having been met:

1. The product has been installed to the AS/NZS Standard 1884 Floor coverings - Resilient sheet & tile - Installation practices and the Company's instructions, both current at the time of installation.
2. The subfloor meets the building standard under AS/NZS 1884 current at the time of installation and the appropriate adhesives were used that were recommended for the application.
3. The product used has been correctly specified for the use of room or rooms in which it was installed.
4. Floor has been maintained in accordance with The Company's cleaning and maintenance instructions and suitable barrier matting has been provided to all external entrances to prevent the ingress of abrasive materials including grit. Protection (e.g. felt pads or castor cups) has been fixed to the feet of the furniture to prevent damage. The product has been subjected to normal wear and tear.
5. For products with a click mechanism, the minimum recommended expansion gap must have been allowed around all fixed items including walls and pipework. These floors must also be fully floated i.e. no items/fixtures/fittings should be permanently fixed either to or through the flooring. Under no circumstances should underlayment be permanently bonded to the subfloor. (Refer to the Company's installation instructions).

**Exclusions** - The following exclusions shall apply:

1. Defects caused by incorrect installation and/or incorrect subfloor preparation, including insufficient attention to subfloor dampness.
2. Any wilful or accidental damage (fire, flood, impacts, objects being dropped, dragged across the floor, etc.).
3. Any immediately obvious manufacturing defects should be notified to the Karndean within 6 (six) months of installation.
4. Damage to products because of poor maintenance, as well as any reduction in surface gloss and texture due to normal wear and tear.
5. Defects caused by poor or incorrect subfloor preparation, including where the residual moisture in the subfloor exceeds that permitted under Appendix 'A' of AS/NZS 1884.
6. Damage caused by stains, excessive heat, cuts, scratches/scuffs, and/or other misuse.
7. Damage caused by localized 'hot-spots/thermal blocks' when underfloor heating has been installed. Examples include damage caused by rubber-backed rugs or other items which do not allow heat to circulate freely.
8. Modifications, alterations or repair, other than by a professionally trained installer.
9. Damage caused by indentation and abrasion: e.g. unprotected castor wheels, furniture legs, high and spiked heels.
10. Damage or fading caused by external factors, including but not limited to exposure to the sun, mats, excessive temperature, water (including water leakage and subfloor water) heat and hydrostatic pressure.
11. For products with a click mechanism (Korlok, Palio Click etc) damage to the click mechanism or associated damage and when used in wet areas such as bathrooms, laundries etc that have a floor waste. *NB: These products may be used in bathrooms etc with a traditional shower stall fitted and no separate floor waste.*

### **Important information**

This warranty does not guarantee the product to be fit for a particular purpose or use. It is the responsibility of the user, or user's agent, to ensure that it is suitable for intended use.

Samples supplied prior to the installation of the floor may be from a different batch. Shading, colouration and texture may differ from the final material installed. For residential customers only, this warranty is transferable; should the purchaser move house, the warranty will remain with the floor purchased. i.e. the warranty belongs to the property, not the purchaser. If the warranty is transferred, the residual duration will transfer to the new owner.

### **Claims**

1. All claims must be submitted to the retailer from which you purchased the product. The retailer will liaise with The Company on your behalf. If the retailer is no longer in business, then you should make your claim directly to The Company in writing as soon as they become apparent.
2. The Company will require information regarding the claim, including a copy of the invoice, product detail, installation/subfloor information, photographs and a report of the defect. No samples shall be removed from the installation without prior agreement from The Company.
3. Once the claim is raised, The Company may choose to inspect the installation. If the product is found to be faulty, The Company will replace any defective material at no charge with the same or similar product (subject to availability).
4. If it is found to be necessary to replace a product which is no longer available, The Company reserves the right to replace it with a product of equal value and specification.
5. Warranty periods apply from the first date of purchase of the product. In the event of a successful claim, the balance of the original warranty will apply.
6. The Company shall not accept or be liable for any direct, indirect, special or consequential loss, expense cost, claim damages (including liquidated damages) arising from negligence or misuse or use other than for the intended purpose.

This warranty is in addition to and does not affect your statutory rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law/NZ Consumer Guarantees Act 1993. 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Labour compensation	Prorated	
Product	Wear Layer	
Art Select	0.7mm (30 mil)	
Da Vinci	0.7mm (30 mil)	
	Residential	Commercial
Warranty Period	Lifetime	20 years
Years 0-2	100%	100%
Years 2-5	75%	65%
Years 6-12	50%	40%
Years 12-15	35%	20%
Years 15-20	20%	10%
Years 20-35	10%	

Labour compensation	Prorated	
Product	Wear Layer	
Palio Clic	0.3mm (12 mil)	
Knight Tile	0.3mm (12 mil)	
	Residential	Commercial
Warranty Period	Lifetime	10 years
Years 0-2	100%	100%
Years 2-5	50%	30%
Years 6-12	20%	10%
Years 12-15	10%	
Years 15-20	5%	
Years 20-35	0%	

Labour compensation	Prorated	
Product	Wear Layer	
LooseLay	0.55/0.5mm (20 mil)	
Korlok	0.55/0.5mm (20 mil)	
Van Gogh	0.55/0.5mm (20 mil)	
Opus	0.55/0.5mm (20 mil)	
Michelangelo	0.55/0.5mm (20 mil)	
	Residential	Commercial
Warranty Period	Lifetime	15 years
Years 0-2	100%	100%
Years 2-5	75%	50%
Years 6-12	50%	25%
Years 12-15	25%	10%
Years 15-20	15%	
Years 20-35	7%	

*\*Knight Tile and Palio Clic commercial warranties are restricted to Commercial Light Duty wear.*

*\*\*Korlok is suitable for commercial projects, but heavy duty wheeled equipment is specifically excluded.*