

## Warranty Terms & Conditions

### **XpertPro Hybrid Merseyside XXL Wear warranty**

XpertPro Hybrid Merseyside XXL is sold with a 20 Year Residential Wear Warranty and up to 15 Year Commercial Wear Warranty on request, effective from the date of purchase.

### **What the wear warranty covers**

This warranty covers wear through of the surface of the floor in any single area greater than 1cm<sup>2</sup> within the nominated warranty periods. XpertPro Hybrid Merseyside XXL Installation Instructions must be followed closely when installing your XpertPro Hybrid Merseyside XXL and XpertPro Hybrid Merseyside XXL Care & Maintenance Guidelines should be followed at all times after your flooring is installed. Installation Instructions and Care & Maintenance Guidelines can be obtained by contacting your XpertPro Hybrid Merseyside XXL Retailer (place of purchase or online) at any time.

### **What is not covered**

- Water damage to the floor as a direct result of flood / deluge or appliance failure or any other exposure to water.
- Scratches, chips or indentations to the surface of the floor or any other damage caused by mechanical means, misuse or abuse. Damage, intentional or accidental, caused by stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc. are also excluded, as are surface marks and permanent stains.
- Wear or damage that may be associated with improper installation or improper maintenance.
- Labour charges are not covered for any installation that has not been professionally installed by a suitably qualified floor installer in the first instance. This includes DIY installations. In the instance of professionally installed floors, reasonable labour charges to repair or replace flooring, at the sole discretion of an authorized Premium Floors Australia P/L or Floorscape Limited in New Zealand representative, are covered under warranty.
- Any costs associated with any rectification work required other than the supply of new flooring and scotia beading if necessary should a warranty claim be acknowledged. Re-painting, removal of fixtures or furniture, accommodation and any other similar cost is specifically excluded from this warranty.
- Planks that are visibly faulty or could have reasonably been deemed visually or structurally inappropriate prior to installation should not be installed and are therefore also not covered by this or, to the extent allowed by law, any other warranty.

### **Who is covered?**

The original purchaser is covered. In the case that a builder or developer purchases the flooring, the occupant of the residential home 12 months after purchase of the flooring will be entitled to cover under this warranty, effective from the date of the initial purchase.

### **How to evoke a claim**

To evoke a claim under this warranty, communication with the retailer that the flooring was purchased from must be made within 30 days of noticing the problem. Proof of purchase will most often be required when contact with the retailer is made. The retailer will then contact the authorised XpertPro Hybrid Merseyside XXL Distributor to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only duly authorised representatives of the manufacturer / distributor can authorise a claim.

If a claim is authorised, remedies will be tailored to suit individual circumstances. Remedies can vary depending on the condition of the floor and warrantable area from full floor replacement to the repair of individual boards. The remedy on each claim will be at the sole discretion of either Premium Floors Australia P/L or Floorscape Limited in New Zealand. Should board replacement be necessary, new boards from the current batch will be supplied to replace or repair boards. This warranty is in addition to, and has no impact on, statutory rights of any purchaser. Claims must be lodged by contacting the retailer from where the flooring was purchased within 30 days of the problem being noticed.

## **New Zealand Consumer Guarantees Act**

The warranties listed in this document are in addition to any rights you have under the Consumer Guarantees Act 1993. Nothing contained in these warranties exclude, restrict, modify or affect the application of and condition, guarantee, right or remedy provided by New Zealand Consumer Laws.

## **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**

XpertPro Hybrid Merseyside XXL is fit for use in internal environments/installations and should not be used externally. Careful attention should be paid to relevant Installations Instructions, including: sub-floor preparation, installation temperatures, recommended adhesives and care and maintenance guidelines, as failure to adhere to recommendations may result in flooring failure.

## **Major Failure**

XpertPro Hybrid Merseyside XXL is resistant to chips, scratches, stains and wear but not “proof” in any respect (i.e. scratch proof) and reasonable care should be taken to avoid scratching chips & damage from occurring. In addition, some gloss variation between boards installed may occur. Note that small gaps, gloss variation, scratches and chips are NOT considered as major failure. They are considered part of purchasing a vinyl floor. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

As these warranties for XpertPro Hybrid Merseyside XXL deal only with the manufactured goods, installation warranties should be sought from the installation company or individual completing the installation.

## **Further information**

Further information on any aspect of this Warranty can be obtained from:

### **IN AUSTRALIA**

Premium Floors Australia P/L  
81-87 South Park Drive  
Dandenong South, Victoria 3175  
Phone (03) 9797 0808  
Email: [vicsales@premiumfloors.com.au](mailto:vicsales@premiumfloors.com.au)

### **IN NEW ZEALAND**

Floorscape Ltd  
221A Bush Road  
Albany, 0632 Auckland  
Phone (09) 476 0428  
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