

These warranty terms and conditions apply for XpertPro Scarborough, and XpertPro Scarborough Herringbone timber flooring. All XpertPro Scarborough timber flooring should be installed and maintained in accordance with the appropriate XpertPro Scarborough installation and care instructions. Boards that are visibly faulty or 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.

Lifetime structural warranty

All XpertPro Scarborough timber floors are sold with a lifetime structural warranty, effective from date of purchase, that covers warping or twisting of any board for the life of the floor, in accordance with the conditions listed below and as a result of product manufacturing faults or defects. Warping and twisting refers to a board independently distorting when compared to adjacent boards. These terms do not refer to cupping or doming. Cupping and doming, refers to the reasonably uniform convexing or concaving shape across the width of the surface of boards installed. Cupping and doming, whilst extremely uncommon, are caused by factors relating to installation or the installation environment. As they are outside the control of the manufacturer, they are specifically excluded from this warranty.

25 year residential wear warranty

All XpertPro Scarborough timber floors are sold with a 25 year residential wear warranty, effective from date of purchase, covering wear-through of the coated surface (to bare timber) in accordance with the conditions listed below. A minimum of 5% of the floor area must have worn through to bare timber to evoke this warranty. All care instructions should be followed at all times (copies of the XpertPro Scarborough installation and care instructions can be obtained through your retailer).

Who is covered?

This warranty is offered to the original purchaser and is not transferrable unless, in the case that a builder or developer purchases the flooring. In this case, the owner of the property 12 months after purchase of the flooring will be entitled to full cover under this warranty.

What is not covered?

- Wear that may be associated with water or liquid damage from any source (moisture ingress from any source into the board).
- Scratches, stains or indentations of any type are also not covered by this warranty.
- Wear or structural deformation that may be associated with improper installation or improper maintenance procedures.
- In the instance of surface checking (fine surface splits), gloss variation between boards, colour variation between boards or natural features including gum veins, knots, insect trails etc. are considered a natural part of timber flooring as per grading AS2796.2 standard and better and are therefore excluded from this warranty.
- Damage, intentional or accidental, caused by things such as stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc.
- Labour charges associated with any rectification work. In some cases, and only when a floor has been professionally installed by the retailer or place of purchase, reasonable labour costs may be considered, at the sole discretion of Premium Floors Australia or Floorscape New Zealand.
- Any costs associated with any rectification work required other than the supply of new flooring and scotia beading, if necessary. This includes things like re-painting, removal of fixtures or furniture, accommodation and any other costs.
- Timber flooring can naturally change colour over time through a process known as oxidation. Depending on the timber species, this change may be subtle or significant, with the floor either darkening or lightening. As this is a natural characteristic of timber, it is not covered by warranty.

How to make a warranty claim and what is covered?

To evoke a claim under this warranty, communication with the store of purchase must be made within 15 days of the problem being noticed. Proof of purchase will be required when contact with the retailer is made. The retailer will then contact Premium Floors Australia or Floorscape New Zealand to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only if the retailer is no longer trading, direct contact with Premium Floors Australia or Floorscape New Zealand should be established by the consumer. Only an authorised representative of Premium Floors or Floorscape New Zealand can authorise a warranty claim. In the event that a claim is authorised, a remedy will be issued in writing by Premium Floors Australia or Floorscape New Zealand. 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 Premium Floors or Floorscape 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.

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.

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.

Acceptable quality

All XpertPro Scarborough timber flooring is fit for use in internal environments/installations and should not be used externally. All XpertPro Scarborough timber floors should be installed in a “timber flooring friendly environment” in which the area is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity. All XpertPro Scarborough timber flooring should never be installed in wet areas including bathrooms, toilets, areas or rooms where a floor waste (water drain) is present or required. Residential kitchens are not considered as a wet area in Australia, for definitions and usage in New Zealand refer to Building Code E3 documentation available at www.floorscape.co.nz. All XpertPro Scarborough timber flooring should be installed and maintained per the appropriate XpertPro Scarborough timber flooring installation and care instructions available, through your retailer.

Further information on any aspect of this warranty can be obtained from;

Premium Floors Australia Pty. Ltd.

www.premiumfloors.com.au

Floorscape Ltd. (New Zealand)

www.floorscape.co.nz