



## **The SWISH Laminate Flooring Warranty**

Eco Flooring Systems Pty Limited guarantees Swish laminate flooring against manufacturing defects at time of purchase and guarantees structural integrity and wear for a period of 20 years for residential and 5 years for commercial usage.

This Warranty applies to the repair or replacement of Swish Laminate flooring proven defective through faulty materials or manufacture.

This Warranty is provided on the basis that:

1. Swish laminate boards with obvious defects at the time of installation are not installed. Eco Flooring Systems will not be responsible for any costs related to the installation of defective, damaged product.
2. Swish laminate boards are laid in accordance with the Swish laminate flooring Installation Instructions and adhesive manufacturer's application instructions.
3. The floor is laid internally and is not subject to excessive moisture.
4. The Swish Laminate flooring is in its original manufactured state.
5. All preventative maintenance and care operations are maintained.
6. Swish Laminate flooring comes with guarantees that cannot be excluded under the Australian Consumer law. You are entitled to a replacement or refund for a major failure.

Eco flooring warrants to the person who is covered by this warranty that the wear layer will not peel or separate from the flooring plank in residential applications for 20 years residential and 5 years commercial uses if it is installed and maintained according to Eco flooring installation and maintenance instructions.

This Warranty does not cover damage or defects resulting from or in any way attributable to:

- Improper storage, handling or installation of the flooring (including improper installation of joists and sub flooring or improper surface preparation); Failure to follow all specific installation instructions voids this warranty;
- Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, application of solvents, corrosives or other chemicals to the flooring, colour change, fading or damage due to exposure to the excessive sun, crazing, excessive pivot and point-loads, spike-heeled shoes, unpadded furniture feet, water, damage from sand, pebbles or other abrasives or other unintended uses;
- Insect infestation after shipment from the point of origin;
- Stains and finishes;
- Alterations of original manufactured product;

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- Excessive dryness or heat; Gapping, cupping or crowning due to moisture ingress/egress will not be warranted;
- Settlement or movement of the structure to which the flooring is attached;
- Natural events such as hurricanes, tornadoes, earthquakes, and floods;
- Variations in colour, grain and markings that exist in the flooring when new or that develop over time because of varying exposure to sunlight or UV light;
- Installation of flooring with visible defects;
- No Warranty applies to any product that has not been paid in full.

This Warranty extends to the buyer and to the owner of the first structure in which the flooring is installed during the Warranty Period and may not be assigned or transferred.

### **What We'll Provide if the Flooring is Non-Conforming**

If during the applicable Warranty Period, the Flooring does not conform to the Warranty, the owner of the Flooring shall notify Eco Flooring as provided below, and within a reasonable time Eco Flooring will provide, at its option, one of the following:

(1) repair of any nonconforming or defective Flooring (for defects in finish, this means refinishing the affected planks);

(2) provision of conforming planks to replace any nonconforming planks, including a reasonable allowance for associated costs of removal and reinstallation at no more than \$30/hr, but this allowance shall be included only during the first two years of use and it does not include the cost of removal of fixtures installed on the Flooring;

(3) refund of the purchase price for any nonconforming planks that are uncut and have not been installed; or

(4) refund of the percentage of the purchase price for the non-conforming planks equal to the percentage of the Guarantee Period remaining when Eco Flooring is notified of the nonconformity.

**IN THE EVENT THAT THERE IS A CLAIM AGAINST THIS WARRANTY, WE WILL PAY FOR ONE REPLACEMENT OF THE PORTION OF THE FLOORING THAT IS DEFECTIVE. THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY.**

If the Flooring does not conform to the Warranty, the owner of the Flooring must notify Eco Flooring in writing at the address below within thirty (30) days after discovering the nonconformity. The notice must describe the location and nature of the nonconformity as specified in Eco Floorings' warranty claim form. The owner must give Eco Flooring a reasonable opportunity to examine the claimed nonconformity before undertaking any repairs, removal or replacement. The owner must present the original invoice, bill or other proof of the date of purchase. Compliance with the requirements of this paragraph is a condition to coverage under the Warranty: if these requirements are not complied with, Eco Flooring will have no obligation to remedy any nonconformities.

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