

Armstrong Flooring Pty Ltd

ABN 77 004 747 942

(‘Armstrong’)

**DEFECTS WARRANTY FOR COMMERCIAL
FLOORING & WALLING PRODUCTS**

Date _____

Project Name/Address: _____

Product Range/Colour/Qty m2: _____

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 the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

This defects Warranty is for the benefit of the person or company for whom the flooring or walling product is installed and who has ultimately paid for the product (whether or not through an agent or contractor) (‘you’). If you are that person or company but were not the direct purchaser then before you can claim on this Warranty you will need to obtain evidence of purchase (e.g. receipts) from the contractor who purchased the products for your job, and of correct installation, as explained further below.

DEFECTS WARRANTY

Subject to the conditions below, Armstrong Flooring Warrants that Armstrong Flooring & walling products described above (excluding installation) shall be free from latent manufacturing defects in material and workmanship for a period of Fifteen (15) *1 years from the date of the original purchase (this reduces to 10 years if you cannot demonstrate that appropriate adhesives were used – see footnote below). If due to faulty materials or manufacture, defects are observed during that period, then we will repair or replace the product for you as described below (‘What we will do under this Warranty’).

The benefits under this Warranty are in addition to your other rights and remedies under a law in relation to the goods to which this Warranty relates (the Australian Consumer Law). For the avoidance of any doubt, any and all representations or undertakings which are not guaranteed under the Australian Consumer Law, the Australian Competition and Consumer Act or the Australian Competition and Consumer Regulations 2010 (‘consumer guarantees’) and which are not expressly included in this Warranty are excluded to the extent possible under that legislation. **WHAT TO DO TO PROTECT YOUR RIGHTS UNDER THIS WARRANTY:**

1. Register with our online Commercial Warranty database at <http://www.armstrongflooring.com.au/warranty>
2. Obtain and keep the original receipt for the Armstrong Flooring products
3. Have your installer complete and sign the certificate at the end of this form and attach a copy of the invoice for the recommended adhesives and accessories they used (otherwise this Warranty will expire after 10 years).

Armstrong Flooring Pty Ltd.

29-39 Mills Rd, PO Box 109, Braeside, VIC 3195

ABN: 77 004 747 942

(03) 9586 5500 | 1800 632 624 | www.armstrongflooring.com.au

HOW TO CLAIM ON THIS WARRANTY:

Should you observe any defects during the Warranty period, contact us for advice. If you wish to make a claim, our customer representative will let you know what information we need to process your claim, including to establish whether any of the Warranty conditions or exclusions apply. This may involve us inspecting the premises where the products have been installed and removing samples for technical analysis. You will bear any expenses involved in contacting us to claim on the Warranty, and we will bear the expenses of any inspection and of processing your claim.

Post to our business address at: Att: Customer Service Department
Armstrong Flooring Pty Ltd
29 - 39 Mills Road, Braeside, Victoria 3195

Phone: Freecall 1800 632 624

Email: customer_services@armstrongflooring.com

You or your installer should carefully inspect the products before installation for any visual, manufacturing, colour or dimension defects. We accept no responsibility in addition to our consumer guarantee obligations where a product with visible defects has been installed.

WHAT WE WILL DO UNDER THIS WARRANTY:

When we have established that the Warranty applies, if the defect was identified within:

Years from Date of Original Purchase	What we will do
Prior to installation	Any uncut pieces that appear to have defects should be returned to the original place of purchase; those pieces that do not meet our specifications will be replaced.
Where appropriate adhesives used	
One (1)	Armstrong Flooring will replace/repair at its discretion the defective product including reasonable labour charges for installation. If replaced, Armstrong Flooring will replace it with similar quality first grade material. This replaced material will be Warranted for a further Fifteen (15) years on the same terms as this Defects Warranty and subject to the same conditions (in each case, to the extent permissible by law at that time). If repaired, the material is Warranted for the time then remaining under this original Warranty.
Two (2)	Armstrong Flooring will replace/repair at its discretion the defective product and pay 50% of a reasonable labour charge for installation (including any GST payable to an installer who is registered for GST) on receipt of a tax invoice from the installer.
Three (3)- Fifteen (15) *1	Armstrong Flooring will replace/repair at its discretion defective material only (excluding cost of installation).
Otherwise (where recommended adhesives and accessories not used)	
Three (3)- Ten (10)	Armstrong Flooring will replace/repair at its discretion defective material only (excluding cost of installation).
Where the purchaser is not a 'consumer' for the purposes of the Australian Consumer Law (which will depend upon a variety of factors including the price of the goods, the purchaser's purpose in acquiring the goods, and the categorisation of the goods), or where the products to which this Warranty applies are not goods 'of a kind ordinarily acquired for personal, domestic or household use or consumption', then to the extent permitted under the Australian Consumer Law, Armstrong Flooring will not be liable for any direct or indirect consequential loss in relation to any product defects. Nothing in this paragraph or the Warranty is intended to, or attempts to, exclude or limit the operation of the Australian Consumer Law in any respect.	

CONDITIONS:

This defects Warranty does not apply, to the extent permitted under the Australian Consumer Law, to:

1. Any person other than yourself as the ultimate purchaser of the flooring or walling at the time of installation. This Warranty is not transferable.
2. Armstrong Flooring or walling products sold at auction, clearly sold as irregulars or seconds and/or without a Defects Warranty.
3. Armstrong Flooring or walling products with obvious defects or of inferior quality that would reasonably have been identified by examination before the sale, or which were drawn to the purchaser's attention before the sale.
4. Improper shipment, delivery or storage.
5. Product not installed in accordance with applicable local government or building construction codes or standards, or (ii) contrary to Armstrong Flooring Installation Instructions for the particular product. Concerns relating to quality of installation should be addressed to the contractor/retailer that installed the product.
6. Failure of Armstrong Flooring or walling product due to structural or general defects in the building, deficiencies related to subfloor/floor joist assemblies, subfloor/substrate preparation materials and fasteners including, but not limited to, uneven subfloor or wall surfaces, unevenness or movement of the subfloor/substrate, deflection or voids in the subfloor/substrate or flooring/walling laid in an inappropriate location. Flooring or walling not cleaned or maintained in accordance with Armstrong Flooring recommended cleaning or maintenance procedures or where you otherwise fail to take reasonable steps to prevent the flooring or walling from becoming of unacceptable quality.
7. Normal wear and tear. Changes in colour due to exposure to sunlight and age.
8. Exposure to abnormally corrosive conditions, excessive heat, moisture or dampness, acids, alkalis, animal urine, pebbles, sand, or other abrasives or hydrostatic pressure.
9. Floors or walls damaged or adhesive breakdown caused by subfloor/substrate moisture or water damage, including due to broken or leaking water pipes, gutter overflow, flooding, water spills or weather conditions.
10. Improper usage /misuse/abuse over and above normal wear and tear or improper loading including burns, cuts, tears, scratches from high heels, spiked shoes, pets, rolling loads, or chairs or other furniture not using suitable and properly maintained floor or wall protectors or castors.
11. Minor difference in colour or pattern between samples or photographs and the actual material.
12. Acts of God/force majeure, acts of terrorism, damage caused by vermin, insect infestation, fire, flood or any other act or circumstance beyond Armstrong Flooring's reasonable control.

*1 Defects Warranty applies for 15 years where:

- Armstrong Flooring or walling is installed to Armstrong Flooring Installation Instructions for the particular goods using Armstrong Flooring recommended adhesives & accessories, and
- this is confirmed by the Installer signing below and attaching evidence of use of recommended adhesives and accessories (Armstrong Flooring or equivalent quality).

If the Installer does not sign the Installer's Certificate or does not attach a copy of an invoice or other evidence of use of recommended installation products, this Warranty applies only for 10 years.

Installer's Certificate

I certify that the Armstrong Flooring products covered in this Warranty were installed:

- In accordance with Armstrong Flooring Installation Instructions for this product; and
- Using recommended adhesives & accessories, being Armstrong Flooring products or equivalent quality*² – copy of receipt attached;

by me at (insert address)_____:

Date:_____

Signed:_____

Print Name:_____

Company/ Business Name and ABN:_____

*²We recommend Armstrong Flooring adhesives and accessories because we are satisfied with their quality. If the Installer uses other products, you must demonstrate to us that the products used were of equivalent quality. If the Installer is not able to provide a receipt for the recommended adhesives and accessories, the following should be completed:

Were the adhesives and accessories Armstrong Flooring products? Yes/No (delete as applicable)

If not, what brand and name were they?

