



The SWISH OAK Warranty

Eco Flooring Systems Pty Limited guarantees Swish Oak flooring against manufacturing defects at time of purchase and guarantees structural integrity and wear for a period of 25 years for residential.

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

This Warranty is provided on the basis that:

1. Swish Oak 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 Oak boards are laid in accordance with the Swish Oak 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 Oak flooring is in its original manufactured state.
5. All preventative maintenance and care operations are maintained.
6. Swish Oak comes with guarantees that cannot be excluded under the Australian Consumer law. You are entitled to a replacement or refund for a major failure.
7. Swish Oak floors are made from natural product and may contain variations in characteristics, colour, tone and grain. Any exposure to excessive heat, dryness or moisture may cause damage to the natural product. Buyer acknowledges that over time a colour change may occur in the product especially when exposed to direct sunlight and the product may experience some separation or gaps caused by temperature changes or moisture variation, which is not considered a defect.
8. Sub floor heating: Due to Eco flooring has no control over the temperature settings in the floor heating systems, we cannot offer product warranty.
9. Surface checking(fine surface splits), gloss variation between boards, colour variation between boards etc are considered a natural part of timber flooring and are therefore excluded from this warranty.

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

Eco Flooring Systems Pty Limited
Uni1, 180 Toongabbie Road, Girraween 2145 NSW
Phone: 02 9895 4090 Fax: 02 8569 0535 e-mail: enquiries@ecoflooring.com.au

- 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 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;
- Moisture problems (including subfloor moisture, leaks, rain, wet mopping, etc.) or 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;
- Installation over radiant floor heating;
- Extreme conditions where the humidity level is not within a 40-60% range throughout the year using air conditioners, humidifiers or dehumidifiers. Dramatic variations in humidity may cause micro checking of the finish which is not considered a defect therefore not covered under this warranty;
- 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

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have no obligation to remedy any nonconformities.

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