

Luxury Vinyl Flooring Limited Warranty

Products covered: Alpine— 3.0mm & 5.0mm / 0.55mm wear layer
 Alpine Artisan — 3.0mm / 0.55mm wear layer
 Urban, Wood, Fresh — 2.5mm / 0.55mm wear layer
 Urban, Wood, Fresh — 5.0 mm / 0.55mm wear layer

Subject to the conditions and exclusions set out below, AIRLAY International Pty Ltd warrants that the products listed above will not wear through and will be free from any manufacturing and workmanship defects, and will perform as claimed by AIRLAY. The benefits of this warranty are in addition to other rights and remedies you may have under the Australian Consumer Law.

This limited warranty extends only to the original end-user and is covered from the original date of purchase for the periods and in the applications as set out below.

Residential & Domestic Warranty: 25 Years
 Commercial Warranty: 15 Years

Definitions -

1. "Wear through" is defined as the removal of pattern from the product.
2. "Residential" installation is defined as all areas within a home or apartment.
3. "Commercial" Installation is defined as one in which business is conducted.

Conditions -

The warranty is conditional on the following having been met:-

1. The product has been fitted by a professional installer according to the instructions, current at the time of installation, using the correct materials and adhering to the BS 8203 code of practice.
2. The subfloor meets the relevant building standards, current at the time of installation, and the adhesives recommended for the application is used.
3. Concrete should be dry to a minimum of 75% using an in-situ moisture test AST F2170, as specified in Aus & NZ Standard, 1884-2012. If the dampness exceeds 75%, a waterproof system is suggested before installation begins.
4. The installer is responsible if the flooring is installed with obvious defects or on an unsuitable or poorly prepared subfloor. Installation should comply with Australian standard AS1884-2012 & New Zealand Standard NZS/AS 1884:2013 for Floor Coverings – Resilient Sheet and Tiles – Installation Practices. Installation will require an assessment of site and building conditions and appropriate judgement by the installer. If you are unsure about any aspect of the installation, please contact your respective Account Manager or Airlay Customer Service on (03) 9359 4705.
5. The product used has been correctly specified for the use of room in which it was installed and in accordance with the guidelines set out in EN 649.
6. Maintenance has been observed in accordance with the AIRLAY's Cleaning and Maintenance Instructions and suitable barrier matting has been provided to all external entrances to prevent the ingress of dirt.

Exclusions -

The following exclusions shall apply:

1. Defects caused by sub-standard installation.
2. Any wilful or accidental damage (fire, flood, etc).
3. Any immediately obvious manufacturing defects should be notified AIRLAY within 6 months of installation.
4. Damage to the products that are a result of poor maintenance.
5. Defects caused by poor subfloor preparation, including residual moisture in the subfloor.
6. Damage caused by stains, excessive heat, cuts and/or other abuses that the floor may be subjected to during use.
7. Damage caused by indentation and abrasion, eg. unprotected castor wheels, furniture legs, high and spiked heels.
8. Damaged caused by UV sources, and fading from direct sunlight exposure

Claims –

1. All claims must be submitted to the Supplier in writing as soon as they become apparent.
2. AIRLAY will require information regarding the claim, including a copy of the invoice, product details, installation/subfloor information, samples removed from the installation, photographs and a report of the defect.
3. Once the claim is raised, AIRLAY may choose to inspect the installation, and satisfying themselves that the problem is their responsibility, will replace any defective material at no charge with the same or similar product (subject to availability).
4. The Company may also reimburse a proportionate cost towards labour, uplift and re-installation providing costs are agreed with AIRLAY before work commences.

AIRLAY shall not accept or be liable for any direct, indirect, special or consequential loss, expense cost, claim damages (including liquidated damages).

AUSTRALIAN CONSUMER LAW

1. The terms and conditions of this document and the provision of any warranty granted by Airlay are in addition to and do not and should not be taken as applying to exclude, restrict or modify in any manner whatsoever:
 - o The rights and remedies conferred on consumers and others by the Commonwealth, State and Territory laws that cannot be lawfully excluded, restricted or modified, including the Australian Consumer Law;
 - o The exercise of any such rights or remedies by consumers;
2. Any mandatory condition or warranty implied by any such law in favour of a consumer which cannot be excluded by a contract between the parties to the sale of goods or services. Any warranty under this document is given by Airlay International, a business of 25-27 Lakeside Drive, BROADMEADOWS 3047, Victoria, Australia.

Warranty disclaimers

The foregoing is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, except as covered by Common Law. The manufacturer shall not be liable for loss of use or any other incidental or consequential costs, expenses or damages incurred by the original purchaser.

This warranty gives you specific rights and you may also have other rights that may vary from State to State.