

WARRANTY AGAINST DEFECTS

EMPOWER™ LUXURY HYBRID PLANK

Lifetime Limited Residential
15 Year Commercial

USE AREA CLASSIFICATIONS

Use areas are defined by testing to EN 13329 (Levels of use) & EN 685, Classification of resilient, textile and laminate floor coverings. For the purpose of this warranty the following are Armstrong Flooring recommended use areas for the listed Armstrong Flooring EMPOWER™ Luxury Hybrid Plank products.

Domestic (Residential) – Areas intended for private usage.
Commercial – Areas intended for public and commercial usage.

Armstrong Flooring Use Area Recommendations

Use area class EN 685	Description	Examples	EMPOWER™ Hybrid Rigid Core 7.0mm 0.55mm wear layer
Domestic 23 (Heavy)	Residential - Areas with high usage (Heavy traffic; suitable for all areas)	Living rooms, entrance halls, dining rooms, bathrooms, kitchens, bedrooms, corridors	Recommended
Commercial 33 (Heavy)	Commercial - Areas with heavy traffic	Hotels, bedrooms, conference rooms, small offices, boutiques, shops. Corridors, department stores, lobbies, schools, offices	Recommended

WARRANTY AGAINST DEFECTS

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.

While you should have years of enjoyment of your new investment with peace of mind, you cannot rely on quality products and warranties alone.

It is extremely important to ensure that proper installation and maintenance is carried out and also that the temperature range within your home is well maintained; otherwise your warranty might not apply (see conditions below).

EMPOWER™ Luxury Hybrid Plank flooring should be protected from: excessive heat, prolonged exposure to direct sunlight, dryness or moisture, which may cause damage to your floor.

The limited warranties contained in this document are all conditional. They are subject to the limitations, disclaimers and exclusions described below and are effective for flooring products purchases after 1st January 2011. All warranties run from the date of retail purchase for the applicable period described below.

The benefits under these Warranties are in addition to other rights and remedies under a law in relation to the goods. For the avoidance of any doubt, any and all undertakings which are not guaranteed under the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this Warranty are excluded to the extent possible under that legislation.

The dragging of furniture across any hard flooring may cause scratching to the surface. To prevent this Armstrong Flooring recommends that all furniture be fitted with felt pads beneath the feet of any furniture that is regularly being moved. When heavy loads are being moved across the floor the use of a hardboard or plywood type cover is recommended to protect your floor.

WHO IS COVERED?

This defects warranty is for the benefit of the property owner for whom the flooring product is installed ('you'). It is not transferable.

WHAT ARE YOU RESPONSIBLE FOR UNDER OUR WARRANTIES?

To be covered under our warranties you need to retain your sales receipt and make sure that the flooring is properly installed in accordance with our installation instructions.

If you were not the direct purchaser, then you will need to obtain evidence of purchase (e.g. receipts) from the contractor who purchased the products for you, and of correct installation, as explained further below.

You must also properly care for your new floor using our easy to follow maintenance instructions in the Product & Maintenance Instructions. We recommend that you use only specially formulated floor care products to preserve your flooring.

DEFECTS WARRANTY

Subject to the conditions below, Armstrong Flooring Warrants that Armstrong Flooring products described above (excluding installation) shall be free from latent manufacturing defects in material and workmanship for a period as per the following table depending on use area (relevant to Armstrong Flooring "Use Area Recommendations") from the date of the original purchase. 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 if any of the covered events occur").

Use area class EN 685	Armstrong definition	Warranty Period	Product
Domestic 23 (Heavy)	Residential	Fifteen (15) Years - Wear 'Lifetime^' - Defects	EMPOWER™
Commercial 33 (Heavy)	Commercial	Fifteen (15) Years	EMPOWER™

1. Pre-Installation Defects Warranty

We warrant that our flooring products will not have any obvious dimensional or visual defects. You or your installer should carefully inspect the products before installation for such defects. This pre-installation defects warranty expires upon installation.

2. Defects Warranty for Lifetime^ or Fifteen (15) years depending on use area (relevant to Armstrong Flooring product 'Use Area Recommendations')*, as long as you the original owner of the floor, we warrant to you that:

- (1) The Armstrong Flooring EMPOWER™ products, in their original manufactured condition, will be free from manufacturing defects;
- (2) Armstrong Flooring EMPOWER™ products, when properly installed according to our installation instructions over radiant-heated subfloors or where radiant heat is projected directly on the surface will not buckle as long as the finished flooring surface does not exceed 28°C.

3. 15-year Residential warranty against wear.

Armstrong Flooring Pty Ltd are confident their high-quality products will provide many years of valuable service. ^All products purchased from the EMPOWER™ range are guaranteed for 15 years against normal wear and tear in the recommended RESIDENTIAL environment, provided they have been fitted correctly and maintained in accordance with the manufacturer's instructions. In order to make a claim, customers must apply in writing indicating where their flooring was purchased and provide satisfactory proof of purchase. This guarantee only applies in the event of visible wearing out of the decorative pattern on the surface within 15 years of purchase, providing the flooring has been subjected to normal usage in the recommended environment. It does not cover general misuse and we recommend that adequate UV protection be taken against products installed in direct sunlight as fading may occur.

4. WHAT DOES 100% WATERPROOF MEAN?

When exposed to water, EMPOWER™ planks are waterproof and will not swell, buckle or lose integrity. If exposure to water occurs, EMPOWER™ flooring installation system (locking mechanism) will remain secure. In the case of standing water or flooding, EMPOWER™ flooring will not act as a waterproofing barrier for the subfloor and/or any surrounding structure. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty. EMPOWER™ is not recommended for installation where 'falls to waste' are required. While EMPOWER™ is waterproof as described above EMPOWER™ is not a substitute for a damp-proof membrane.

5. WHAT DOES PET-FRIENDLY MEAN?

When exposed to soiling from pets (domestic dogs and cats), Empower rigid core flooring will resist stains during the specific warranty timeframe. However, accidents should be cleaned up immediately, as the longer they sit, the more difficult they will be to remove. Any damage to the subfloor and/or surrounding structure caused by pets is not covered by this warranty.

6. WHAT IS NOT COVERED BY THESE WARRANTIES?

Without limited or restricting the other rights and remedies that may be available to you under the Australian Consumer Law or any other law in relation to the flooring product, these warranties do not cover:

- This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring.
- Damage caused by fire, flooding and other natural disasters and Acts of Nature.
- Damage caused by negligence, accidents, misuse or abuse.
- Damage caused by lack of proper maintenance or failure to follow our written maintenance instructions.
- Damage caused by vacuum cleaner beater bar or hard heads (see Product Care and Maintenance Guidelines).
- Damage caused by appliances, furniture and castors (see Product Care and Maintenance Guidelines).
- Damage caused by cutting from sharp objects (see Product Care and Maintenance Guidelines).
- Reduction in gloss, scratches or indentation due to sand, pebbles or other abrasives, spiked heel shoes, pets, insects, construction traffic, water, moisture, or failure to maintain the floor as required (see Product Care and Maintenance Guidelines).
- Minor colour, shade or texture variations between samples, printed colour photography or replacement flooring and the actual material.
- Minor colour variations between flooring and or samples and other flooring or wood products, which you wish to match (e.g. cabinets, stair railings, trim, etc.).

- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Changes in colour due to exposure to sunlight and age.
- Use of the floor covering in an outside / external location.
- Floors that are installed in other than owner-occupied or tenant- occupied residences.
- Commercial installations of residential products unsuitable for commercial traffic.
- Delivery, construction or installation-related damage including installations made: (i) in breach of applicable local housing or building codes or standards, or (ii) contrary to written instructions furnished with the project.
- Floor and subfloor/substrate damage caused by subfloor moisture or rising water damage, including without limitation, due to broken or leading water pipes or gutters, flooding, water spills or weather conditions or acts of Nature.
- WORKMANSHIP: Armstrong Flooring does not warrant the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Armstrong floor should be professionally installed by contractors who have demonstrated expertise in installing commercial & residential floors.

WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

We want you to be happy with your floor. If you are not, call your retail store first. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please contact us at:

Armstrong Flooring Pty Ltd
29 – 39 Mills Road, Braeside 3195 VIC Australia
Telephone: 1800 632 624

PLEASE KEEP YOUR SALES RECEIPT.
INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND
PROOF OF PURCHASE MUST BE PROVIDED.

If you wish to make a claim, our customer representative will let you know what information we need to process your claim, including establishing whether any of the conditions or exclusions apply. This may involve us inspecting the premises where the goods 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 expense of any inspection and of processing your claim.

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.
One (1)	Armstrong Flooring will replace/repair at its discretion the defective product including reasonable labour charges for installation. If replaced, Armstrong will replace it with similar quality first grade material. This replaced material will be Warranted for a further Fifteen (15), Ten (10) or Five (5) years depending on use area (relevant to Armstrong Flooring "Use Area Recommendations), 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.
Residential - Wear Three (3) – Fifteen (15)	Armstrong Flooring will replace/repair at its discretion defective material only (excluding cost of installation).
Residential - Defects Three (3) – Lifetime: EMPOWER	Armstrong Flooring will replace/repair at its discretion defective material only (excluding cost of installation).
Light Commercial Three (3) – Fifteen (15)	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.	

Armstrong Flooring Pty Ltd
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For further information and samples:
Australia Freecall 1800 632 624
Email customer_services@armstrongflooring.com or contact us on the web
www.armstrongflooring.com.au