

## WARRANTY AGAINST DEFECTS

### AUDACITY® WATER RESISTANT LAMINATE FLOORING 12mm Lifetime Residential 15 Year Light 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 AUDACITY® Water Resistant Laminate products.**

- Domestic (Residential)** - Areas intended for private usage.
- Light Commercial** - Areas intended for public and light commercial usage.

#### Armstrong Flooring Use Area Recommendations

Use area class	Description	Examples	AUDACITY® WATER RESISTANT LAMINATE
<b>Domestic 23 (Heavy)</b>	Areas with high usage (Heavy traffic; suitable for all areas)	Living rooms, entrance halls, dining rooms and corridors	<b>Recommended</b>
<b>Commercial 31 (Light/Moderate)</b>	Areas with low or occasional usage	Hotels, bedrooms, conference rooms, small offices, boutiques, shops	<b>Recommended</b>

#### 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).

AUDACITY® Water Resistant Laminate flooring should be protected from: excessive heat, prolonged exposure to direct sunlight, dryness or moisture, which may cause damage to your floor. Standing Water must be avoided at all times.

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

purchased after 1 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 table 1 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?').

**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 are the original owner of the floor, we warrant to you that:**

- (1) The Armstrong Flooring AUDACITY® products, in their original manufactured condition, will be free from manufacturing defects;
- (2) Armstrong Flooring AUDACITY® 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. 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 AUDACITY® range are guaranteed against normal wear and tear for:

- Lifetime in recommended residential and;
- 10 years in recommended light commercial environments,

provided that they have been installed correctly and maintained in accordance with the manufacturer's instructions. This guarantee only applies in the event of visible wearing through of the decorative pattern on the surface for lifetime (residential) and within 10 years (light commercial) 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.

In order to make a claim, and customers must apply in writing indicating where their flooring was purchased and provide satisfactory proof of purchase.

#### **4. 72 hour water block warranty**

This warranty is for Residential Use only. When properly installed Audacity® Water Resistant\* Laminate flooring will not be damaged by topical, localized spills resulting from normal household use, such as wet shoes or liquid spills provided they are removed within 72 hours. Any damage to the AUDACITY® product, the subfloor and/or surrounding structure that is caused by flooding is not covered by this warranty.

#### **What does \*Water resistant mean?**

Audacity® Flooring is water resistant in that the flooring will not be damaged by topical, localized spills resulting from normal household use, such as cleaning to Armstrong recommendations, wet shoes or liquid spills provided they are removed within 72 hours.

Audacity® Flooring is not recommended for installation in bathrooms or where the installation of a floor waste or where 'falls to waste' are required (Refer Building Code of Australia 2016 Volume 1, F1.7 Waterproofing of wet areas in buildings).

#### **5. Pet Warranty**

When used in a residential (domestic) environment we warrant that the floor will resist staining caused by pet (domestic cat or dog) stains, including urine, faeces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for the warranty period. However, accidents should be cleaned up immediately (within 24 hours), 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. Exclusions and conditions**

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
- Damage arising from improper installation (for example installation on an unlevelled subfloor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use.
- Damage arising because the flooring is exposed to extreme cold (below 10°C) or extreme heat (above 35°C).
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes etc.).
- Damage caused by normal household spills which are not removed within 72 hours.
- Normal wear and tear of the flooring.
- Normal changes in colour, gloss, grain pattern and tone (this is normal for flooring as it ages).

- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).
- Damage caused by vacuum cleaner beater bars or hard plastics, or metal castor wheels.
- Differences in aspect, colour, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to "abrasives" such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.
- Damage of planks coming apart at the seams because they have been engaged/disengaged.
- Damage caused by the collections of dirt and moisture at entrances due to the lack of interior and exterior doormats.
- Damage caused by shoes having heeltaps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on with spike or stiletto-heeled shoes.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid (must use at 5mm hard board) on your floor and gently "walk" the item across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches to the floor.
- Damage caused by non-compliant castors on furniture. Barrel-type castor wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- Damage caused by hard, narrow furniture rollers. They must be replaced with wide rubber rollers.
- The affected area must be visible and cover an area no less than 25mm<sup>2</sup>.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring.

This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold "as is".

### 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.
Year 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. Warranty for this replaced material will recommence for the full warranty period, which is determined by whether use area is Residential or Light Commercial (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.
Year 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 Year Three (3) - Lifetime <sup>^</sup>	Armstrong Flooring will replace/repair at its discretion defective material only (excluding cost of installation).
Light Commercial Year Three (3) - Fifteen (15)	
*This warranty is limited to the designs, colours, structures and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, colour, structure and style that is similar to the original and that has a similar value.	
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  
29 - 39 Mills Road, Braeside, 3195 Victoria Australia  
For further information and samples:  
Australia Freecall 1800 632 624  
Email [customer\\_services@armstrongflooring.com](mailto:customer_services@armstrongflooring.com) or contact us on the web  
[www.armstrongflooring.com.au/residential](http://www.armstrongflooring.com.au/residential)

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