



# 25 Year Hybrid Limited Residential Warranty

Australian Edition

## Green Earth

Hybrid Flooring

As one of Australia's largest flooring distributors, we endorse and recognise all rights of the consumer under the Australian Consumer Law.

### Consumer Guarantees

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.

### Our Residential Warranty

In addition to any rights available under Australian Consumer Law, which may exceed the rights under this warranty, Green Earth guarantees that, when used in a residential premises in accordance with the General Conditions and Homeowner Obligations set out below your flooring will perform as detailed for up to 25 years following the original installation (see pro rata details below):

- **Abrasive Wear Resistance Warranty** – Under normal household conditions the wear layer of your floor will not abrasively wear through to the design layer. Abrasive wear means actual wearing through of the floor surface to show a visual change in the floor's appearance and does not include other changes in appearance: eg. scratches, chips, indentations, small gaps due to seasonal movements, gloss variation between boards, reductions in gloss level etc. or other change in appearance due to events set out clause 7 of the General Conditions.
- **Stain and Spill Resistance Warranty** – Your floor will resist normal household stains on the floor surface and will not be damaged by normal household spills if promptly and immediately attended
- **Pet Warranty** – Your floor will resist stains from all domestic pets if promptly and immediately attended to and cleaned upon discovery.
- **Fade Resistance Warranty** – Your floor will not significantly change colour as a result of exposure to indirect sunlight or normal artificial light (with the exception of nature ageing).
- **Structural Warranty** – Your floor will not delaminate.
- **Waterproof Warranty** – The floor will be 100% waterproof and resistant to damage from mopping or normal household spills. The floor will not, upon reasonable exposure to water, swell, buckle or undergo any significant diminution of its structural integrity. This warranty does not cover flooding, leaking pipes, household mechanical failures, appliance leaks or similar or damage resulting from mould or mildew growth.

### General Conditions

1. This warranty applies to new Green Earth hybrid floors purchased in Australia after 1 September 2020 and professionally installed in accordance with the relevant Green Earth Hybrid Floors Installation Instructions.
2. This warranty is only provided to the original purchaser of the floor, or if the original purchaser is a builder or developer, to the owner of the residential home 12 months after purchase of the floor and is not transferrable.
3. This warranty only applies to new flooring in its original installation.
4. This warranty does not apply to floors installed in areas/rooms with built in drains (e.g. showers) or floors installed in areas subject to significant non-foot traffic.
5. Green Earth reserves the right to refuse a claim under this warranty for flooring that is installed where a reasonable inspection of the flooring before installation would have identified the fault.
6. This warranty does not cover labour charges associated with any rectification work.
7. This warranty does not cover damage to the floor which has been caused by:
  - Improper installation (e.g. failure to provide expansion joints, failure to properly engage click system)
  - Improper maintenance, application of improper cleaning agents and/or failing to carry out proper routine maintenance
  - Damage arising due to the exposure of the floor to extreme cold (under 0°C) or extreme heat (over 55°C), excessive direct sunlight, weather or improper humidity in the environment or installation over subfloor heating (other than in strict accordance with the installation recommendations).
  - Damage directly associated with exposure to excessive moisture (either to the surface or water/moisture trapped beneath the floor).



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- Things ordinarily covered by homeowner insurance policies, such as accidents, burning, flooding, persistent moisture or smoke.
- Mechanical stress, abuse (being any use considered unreasonable given the normal and expected use of floor in a residential home), sand, stones, dragged objects, heavy furniture, castor wheels, dropped items, burning, flooding, cutting, pet damage (excluding stains covered by the Pet Warranty), smoke, exposure to very hot substances (other than most food or beverage spillages) or chemicals or industrial products (other than recommended cleaning products).
- Improper alterations to the original manufactured product. Alterations, repairs, refinishing or reinstallation to the original product will void any and all warranties.
- Failure due to structural changes in the subfloor, settling of the building or an uneven subfloor that has not been adequately levelled (+/- 2mm over 1000mm).

### If your floor fails to perform?

If any part of your floor fails to perform in accordance with this warranty, then, in addition to any rights you have under the Australian Consumer Law, Green Earth will supply free of charge the following percentage (in quantity) of an order for replacement Green Earth floor of the same or comparable quality to replace the affected area of the floor through your original retailer or another retailer in your area nominated by Green Earth equivalent to:

Year in which the claim is made, calculated from the date of installation:	Percentage:
Years 1-5	100%
Years 6-8	75%
Years 9-12	50%
After 12 years	25%

You will be responsible to pay the retailer the balance of the flooring and the installation costs.

In relation to claims made under this warranty, Green Earth will only supply the flooring as set out above and you will be required to pay any other expenses incurred in connection with the claim. Green Earth will not reimburse or pay for your time associated with making the claim, installation costs, the cost of cleaning, repainting, expert advice, obtaining quotations, accommodation, moving or replacing furniture, equipment or fittings or the disposal of flooring or packaging (subject to any additional remedies you may have under the Australian Consumer Law).

### Homeowner Obligations

- As flooring is not a branded product, it is important to retain proof of purchase to establish the floor is a Green Earth product and at its original installation site. Please keep proof of purchase in the form of a receipt, bill, invoice or statement from the retailer, showing the price you paid and the date of its purchase, together with proof of installation address and date.
- Have your floor installed by a professional installer

### Making a Claim

If you believe your floor is failing to perform in accordance with this warranty or as required by the Australian Consumer Law, please notify your retailer. Be sure to describe the specific problem (providing a photo if possible) and include a copy of your proof of purchase.

Your retailer will take appropriate action, including arranging an onsite inspection of the installation (if appropriate) and notifying Green Earth if necessary.