



Cushioned Vinyl Warranty Guidelines

Australian Consumer Law

“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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired, replaced, refunded, or be offered an allowance or arrange a credit equal to the cost of the material only in the affected area if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

THE MANUFACTURERS WARRANTY guarantees the following

- The wear layer (the solid-vinyl top layer) of your cushioned vinyl floor covering will not wear through within the applicable warranty duration – 7 years.
- The floor covering’s structure (which is made up of layers) will not noticeably delaminate within the applicable warranty duration (7 years).
- The floors surface is not spoiled by manufacturing defects such as printing errors, blemishes, cracks, blisters or foreign matter.

THE MANUFACTURERS WARRANTY LIMITATIONS

This warranty essentially guarantees that the floor will not wear out in normal domestic use, however other forms of physical damage are not covered; more specifically the warranty does not cover the following.

1. Use of the floor covering in a commercial interior (eg. a shop, commercial office, restaurant etc.)
2. Staining caused by rubber backed mats.
3. Defects arising from poor installation (this includes – damage arising from sub-floor irregularities, for example excessive unevenness, loose nails or other protrusions, visual surface defects caused by previous floor coverings that should have been removed or covered, for example ceramic or bitumastic tiles, floor-boards, cushioned vinyl, or by failure in the underlayment,; seams ‘peaking’ or opening due to use of incorrect adhesive or seaming method; edge to edge shade variation; discolouration arising from next to a source of excessive heat; visible trowel marks, discolouration caused by ‘bottom up’ staining (this is staining caused by the sub floor which may have contained excessive moisture, residual old adhesive or other staining agent) – using a competent professional installer should prevent such damage.
4. Cuts, tears, gouges, burns or other damage caused by stiletto or sharp high heels (which will even damage concrete floors), sharp or hot objects dropped on the floor. Dragged appliances, unprotected furniture feet, damage from pets etc.
5. Staining caused by spills of food containing natural or added food colouring eg, tomato sauce.
6. Minor scratching and loss of gloss or sheen, scuffing.
7. Damage caused by battery acid or other corrosives.
8. Floors damaged by water from flooding, appliance leakage or fire prevention equipment.
9. Small differences in colour and/or texture between the actual material or photographic images of the material and the actual flooring purchased.
10. Damage caused by intentional abuse of the flooring.
11. Loss of colour (fading) due to on-going exposure to sunlight.



THE MANUFACTURERS WARRANTY CONDITIONS

1. This warranty does not extend to products sold or described as second-hand or B grade in quality or second and excludes minor deviations from samples and printed illustrations.
2. Damage arising out of installation, improper use and/or maintenance contrary to the manufacturer's recommendations.
3. The floor must be available for inspection by the retailer and wholesaler (FDA) if requested.
4. Any approved refunds will be to a maximum of the original cost of the material excluding inflationary increases.
5. The manufacturer reserves the right of final judgement of any claim and may disallow claims in certain circumstances.
6. Claims must be received within the stated duration of the relevant warranty period.
7. Only the cost of the vinyl supplied is covered by this warranty and fitting, labour, delivery and other ancillary costs are excluded.
8. The manufacturer reserves the right to alter or withdraw the warranty at any time.
9. All warranties described herein are non-transferable.
10. All warranties described are as far as the law permits in lieu of and exclude all other conditions, warranties and terms whether expressed or implied in respect of the condition of the product, it's merchantability or fitness for any particular purpose.
11. The warranties described are in addition to and do not affect your statutory rights in accordance with the Australian Consumer Law.
12. The manufacturer expressly excludes any liability for consequential losses or damages.

HOW TO CLAIM

If you do experience a problem with your cushioned vinyl floor that you believe is covered by the manufacturers Wear Warranty please do the following;

Contact the retailer and request an inspection of your floor and if the retailer deems the problem to be a manufacturing problem he will pass on the claim on your behalf to the wholesaler (FDA) who will take up the matter with the manufacturer.

SETTLEMENT OF YOUR CLAIM

In either event the manufacturer will evaluate your claim and, subject to all of the conditions stated below, will arrange for you to receive one of the following options:

- I. Replacement of the defective material with material of a similar quality (subject to availability). This material will normally be supplied by your original retailer.
- II. Alternatively, a refund of up to 60% of the original cost of the material (the percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase within
1 year – 60%; within 3 years – 40%; within 5 years – 30%; within 7 years – 20% of the original cost is taken at face value and excludes inflationary increases).

Please note that due to the extremely variable nature of the costs involved, the manufacturer and its distributor FDA cannot accept liability for the installation costs, including labour and ancillary costs such as adhesives and Masonite.



CUSHIONED FLOORING CARE & MAINTENANCE



The correct maintenance will keep your floor looking like new.

■ **WEEKLY MAINTENANCE**

Weekly maintenance should include regular sweeping and washing the floor with water and a suitable wash and shine product such as **LONGLIFE***.

■ **SURFACE PROTECTION**

Extra surface protection can be achieved by applying **LONGLIFE*** Self Shining floor polish which is especially formulated to give your floor a protective high gloss finish.

■ **DO NOT USE WAX**

■ **SURFACE SCRATCHES**

Avoid surface scratches by sweeping or vacuuming your floor as often as necessary to remove loose dirt.

■ **SCUFF MARKS**

Various types of shoe soles may cause scuff marks. If scuff marks appear, we recommend you identify and remove the cause. For example certain types of joggers or runners can cause scuffing. No claims will be accepted for scuffmarks.

■ **RUBBER WARNING**

Certain rubbers, which contain anti-oxidants, can permanently stain your flooring. Some common causes of staining can be rubber backed mats and rugs along with certain types of soles on shoes. Staining can also result from coming into contact with chemicals, solvents, strong dyes and food colourings.

***LONGLIFE** products are manufactured by Pascoe's and are available from Bunnings and Woolworths.

Imported and distributed by
Flooring Distributors of Australia



www.fda.net.au