

INTELLI TILES WARRANTY

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Limited Warranty:

Goods furnished by Signature Floorcoverings (*the Seller*) shall conform to the product description for such goods. All first quality goods are warranted to be free from visual defects in material and workmanship at the time of shipment and for a period of one year from installation. Written notice of any claimed visual defect must be received by Signature within one year after the date of installation. Signature Products are further warranted against excessive wear (loss of more than 10% of face fibre) when properly installed under normal usage in recommended applications for a period of fifteen (15) years. The Seller shall convey good title to the Buyer. The Seller further warrants its Carpet Tiles flooring products against excessive wear for the period of time specified in its Limited Wear Warranty Statement for the respective goods. Colour shade may vary from printed illustrations or samples. Seconds or irregular materials are sold as is without warranty as to quality in any respect.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE OR TRADE. THE SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Product Suitability and Installation:

The Seller shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by the Buyer and/or others, and such determination shall be the sole responsibility of the Buyer and/or others. Suggestions or recommendations made by the Seller in its product literature concerning uses or applications of the goods are believed to be reliable. The Seller makes no warranty or guarantee of results to be obtained since conditions of the use, application and installation by Buyer and others are beyond the Seller's control and will vary at each site location. No warranty as to installation will apply unless Signature recommended adhesives are used and installation is in accordance with Signature's installation specifications, recommendations or instructions in conjunction with AS/NZS 2455.2:2007.

Claim Period and Remedies:

Prompt written notice shall be given to the Seller of any claim of breach of warranty or otherwise relating to the goods. Should any failure to conform to these warranties under normal and proper use occur within the warranty period, the Seller will supply, without charge, new goods of the same or similar colour, design and grade for the defective goods or, at its option, the Seller may refund the purchase price thereof with due allowance made for the service rendered by the goods returned. Inspection by an authorised representative of the Seller will be required to verify that a manufacturing defect exists. The remedies provided above are the Buyer's sole remedies for any failure of the Seller to comply with its obligations. Correction of any nonconformity by replacement or by refund of the purchase price of the nonconforming goods (less allowance for use) shall constitute complete fulfilment of all the liabilities of the Seller with respect thereto whether the claims of the Buyer are based in contract, or tort (including negligence), or otherwise.

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Limitation of Liability:

The Seller shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall the Seller's liability exceed the purchase price of the goods in respect of which damages are claimed. The obligation of Signature Floorcovering's and the Buyers sole remedy under its Limited Wear Warranty and in accordance with Signature Floorcoverings depreciation table is the supply of replacement flooring tiles for the failed material from regular product inventory lines. After confirmation that the product has failed in accordance with our warranties, Signature Floorcoverings shall replace or repair (at Signature Floorcoverings option) each defective tile. The cost of said replacement would be the responsibility of Signature Floorcoverings in line with industry standard rates. The costs must be agreed to in writing and agreed by all parties concerned before any rectification are to commence, Signature Floorcoverings shall not be liable for labour or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Signature Floorcoverings be liable for any special, indirect, incidental or consequential damages.

Disclaimers and Caveats:

Signature Floorcovering products will conform to the Buyers' expectations given such reasonable variations as generally acceptable in the trade. Product variations include but are not limited to pattern registration, colour variation, fleck dispersion and other product attributes not specifically covered by specifications indicated in this literature.

The warranty takes the form of a sliding scale. This is to say that, when the scale is applied in terms of a percentage depreciation of the product. The duration of the warranty is indicated clearly on the packaging of every product.

WEAR WARRANTY DEPRECIATION TABLE

| 10 YEAR DEPRECIATION TABLE | |
|----------------------------|------|
| 1-3 Years | 100% |
| 4-5 Years | 70% |
| 6-7 Years | 40% |
| 8-9 Years | 20% |
| 10-15 Years | 10% |

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Exclusions:

The Signature Carpet Tile products warranty **excludes:**

- The exact matching of shade, colour or mottling.
- Colours may vary within a commercial tolerance from batch to batch so care must be exercised in final selection.
- Any expressed or implied promise made by any salesman or representative.
- Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
- Labour costs for installation of original.
- Sale of “Seconds”, “Off Goods” or other irregular (non-first quality) flooring materials. With respect to “Seconds” or “Off Goods”, such are sold “as is”, and Signature makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Problems caused by moisture, hydrostatic pressure, or alkali in the subfloor.
- Material installed with obvious defects.
- Pile flattening, Permanent Pile Reversal, matting and tracking
- Damage to flooring products from high heels or spiked heels.
- Installation of Signature products with adhesives other than those recommended by Signature.
- Material not installed to Signature Floorcoverings specifications, recommendations or instruction.
- Material not maintained in accordance with Signature Floorcoverings specifications, recommendations or instruction.
- Tiles may have slight colour variations not detected at the factory. All tiles must be dry laid and examined under standard lighting conditions for colour acceptance before being installed (see Signature installation brochure).
- Certain chemicals and various substances normally attack Nylon and Polypropylene formulations. If any particular chemicals or substances are going to be present in the environment, adequate testing should be done in advance to ensure suitability for the application.

All claims will be treated in accordance with our standard claims policy

**Signature Floorcoverings reserves the right to update this document at any time and without prior notice. This document is current at the time of printing. For the latest version please refer to our website or contact our office on 1800 150 554.*