

# WARRANTY GUIDE

## WOVN™ TILES



Signature<sup>®</sup>  
floorconcepts

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All Signature Floors *Wovn™ Tiles* come with warranties that the product will be free from any manufacturing defects and that it will provide a minimum serviceable life in normal wear and tear circumstances.

### IMPORTANT INFORMATION

This warranty does not guarantee the product to be fit for a particular purpose or use. It is the responsibility of the user, or user's agent, to ensure that it is suitable for intended use, and such determination shall be the sole responsibility of the Buyer and/or others.

Suggestions or recommendations made by the Signature Floors in its product literature concerning uses or applications of the goods are believed to be reliable.

This guarantee is dependent upon strict adherence to the following conditions:

#### Conditions - The Warranty is Conditional if the following have been met:

- The product used has been correctly specified for use in the area of installation, and is fit for purpose.
- The product has been installed in accordance with Signature Floors product installation instruction and current AS/NZS 1884 Resilient floor coverings— Installation practice, current at the time of installation.
- The sub-floor meets the requirements as outlined in Signature Floors product installation instruction.
- Concrete sub-floor moisture less than 85% RH (relative humidity) when tested in accordance with ASTM F 2170.
- Maintain your flooring with regular care and cleaning as prescribed in the product care and maintenance guide.
- Signature Floors excludes and will not pay consequential or incidental damages under these warranties. This includes any loss, expense, or damage other than to the product itself that may result from a defect in the product, including without limitation, mileage, movement of furniture, delivery delays, additional handling and labour as a consequence of modifications to the original product.

#### The Warranty does NOT Cover:

- Damage caused by improper subfloor preparation, including moisture in the subfloor that exceeds more than 85% RH (relative humidity) when tested in accordance with ASTM F 2170, or that of any proprietary products used for the installation.
- Product installed outdoors or in garages.
- Damage to product caused by improper maintenance, application of improper cleaning agents, methods, mishaps or inadequate care.
- Any reduction in appearance and texture due to normal wear and tear.
- Damage to the product caused by burns, wheel and castor traffic, stains as result or poor maintenance, tears or furniture depressions.
- Damage caused by gouging from heavy sharp objects, equipment such as roller skates, golf shoes or gym equipment, damaged castor wheels and furniture legs.
- Changes in product colour or fading or other discolouration resulting from external causes, such as spills of dyes or chemicals, other non-food or non-beverage substances, excessive heat, atmospheric or chemical influences and rubber backed mats.
- Damage resulting from accidents, abuse (being any use considered unreasonable given the normal and expected use of the product) or abnormal wear (soiling, burning, flooding, cutting, pet damage, smoke etc.) or from wetting or persistence of excessive moisture or exposure to very hot substances.
- Any product which has been treated after installation with any protective material or defects, or damage due to application of any topical treatments (including fungicides, bactericides, biocides, anti-statics, stain resists, some cleaning agents etc.) which has adversely affected the attributes of the product.
- Samples supplied prior to the installation of the floor may be from a different batch. Shading, colouration and texture may differ from the final material installed.

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- Signature Floors takes no responsibility for warranty claims against faulty workmanship. Installation warranties are the obligation of the persons responsible for the installation.

### MAKING A CLAIM

If you consider that your *Wovn™ Tiles* are failing to perform in accordance with these warranties or your consumer rights, please notify your flooring retailer/contractor to arrange an on-site inspection of the installation. It will be of assistance to describe the specific problem, the date of installation and where possible, include a copy of your invoice. The retailer will take appropriate action, including notifying the manufacturer if necessary.

#### Claims

- All warranty claims must be submitted through the retailer/contractor where the product was purchased.
- If the place of purchase is no longer in business, you should then make your claim directly to Signature Floors.
- Signature Floors will require specific information in relation to the claim including but not limited to invoice details, installation and sub-floor information including sub-floor moisture test results prior to installation and any proprietary products used.
- If the product is found to be defective, Signature Floors reserve the right to repair or replace any defective product at their discretion with the same or similar product.
- Any costs associated with rectification/replacement must be agreed to in writing and agreed by all parties concerned before any rectification are to commence. No responsibility will be accepted by Signature Floors for any works undertaken without prior written consent.
- If the installed product is no longer available, Signature Floors reserve the right to replace with a product of equal specification.
- At its option, Signature Floors may refund the purchase price thereof with due allowance made for the service rendered by the goods returned.
- The remedies provided above are the Buyer's sole remedies for any failure of Signature Floors 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 Signature Floors with respect thereto whether the claims of the Buyer are based in contract, or tort (including negligence), or otherwise.

- Signature Floors warranties are of diminishing value in the sense that it takes account of loss of value resulting from use. It is not transferable and will apply to the first buyer only, applicable from the first date of purchase of the product.
- The warranty only applies to first quality products and is not applicable to products sold as seconds, irregulars, shorts lengths or used.
- This warranty is in addition to and does not affect your statutory rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law/NZ Consumer Guarantees Act 1993. The law states, pursuant to Schedule 2 of the Competition and Consumer Act (CCA) that "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 reasonably foreseeable loss or damage. You are 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." If any part of your floor fails to perform in accordance with a warranty applicable to the product installed, Signature Floors may offer to repair, replace, refund or offer an allowance or arrange a credit equal to the cost of the material only in the affected area. The credit will apply only to new *Wovn™ Tiles* of the same or comparable quality depreciated as set out right.

#### Limitation of Liability

The Signature Floors 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 Signature Floors liability exceed the purchase price of the goods in respect of which damages are claimed.

The obligation of Signature Floors' and the Buyers' sole remedy under its Limited Wear Warranty and in accordance with Signature Floors depreciation scale is the supply of replacement flooring tiles for the failed material from regular product inventory lines. After

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confirmation that the product has failed in accordance with our warranties, Signature Floors shall replace or repair (at Signature Floors option) each defective tile.

The cost of said replacement would be the responsibility of Signature Floors 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 Floors shall not be liable for labour or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Signature Floors be liable for any special, indirect, incidental or consequential damages.

### Limited Warranty

Goods furnished by Signature Floors 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 Floors within one year after the date of installation.

Signature Floors products are further warranted against excessive wear when properly installed under normal usage in recommended applications for the period of the warranty. Signature Floors shall convey good title to the Buyer. Signature Floors further warrants its *Wovn™ 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.

**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 signature floorcoverings makes no warranty express or implied, of merchantability or fitness for any particular purpose.**

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The logo for Signature floorconcepts features the word "Signature" in a large, elegant, cursive script font. Below it, the word "floorconcepts" is written in a smaller, clean, sans-serif font. A registered trademark symbol (®) is positioned to the upper right of the word "Signature".