

TECTONIC FLOORING PTY LIMITED
PRODUCT WARRANTY

This product warranty document acknowledges certain rights that a purchaser of Tectonic Products (as set out below) may have under the Consumer Guarantee provisions of the Australian Consumer Law and also details the additional express warranties in respect of the Tectonic Products offered by Tectonic Flooring Pty Limited ACN 142 396 469 (**Tectonic**) of 418 Burnley Street, Richmond VIC 312, telephone number 03 9421 1852.

This product warranty document applies to following product of Tectonic: **190 x 15mm pre-finished oak flooring**

1. Definitions

In this product warranty document:

- (a) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule Two of the *Competition and Consumer Act 2010* (Cth);
- (b) **PDH Goods** means any goods which, for the purposes of section 3 (1) of the Australian Consumer Law, are goods of a kind ordinarily acquired for personal, domestic or household use or consumption;
- (c) **Non PDH Goods** means any goods which are not PDH Goods; and
- (d) **Purchaser** means a person who purchases any Tectonic Products.

2. Consumer Guarantees

2.1 Tectonic acknowledges that if the Tectonic Products purchased or otherwise acquired by a Purchaser are:

- (a) PDH Goods; or
- (b) Non PDH Goods, the purchase price for which is less than the amount specified in or prescribed under section 3 of the Australian Consumer Law;

then, subject to the provisions of the Australian Consumer Law (including, without limitation, section 3 (2)), a number of guarantees will apply in respect of those Tectonic Products under the Australian Consumer Law including guarantees regarding:

- (a) title to the Tectonic Products passing to the Purchaser;
- (b) the Purchaser having undisturbed possession of the Tectonic Products;
- (c) the Tectonic Products being free from undisclosed encumbrances;
- (d) the Tectonic Products being of acceptable quality;
- (e) the Tectonic Products being fit for any disclosed purpose or any purpose for which the supplier represents they are fit;
- (f) the Tectonic Products matching their description or corresponding to any sample or demonstration model;
- (g) the availability of repairs or spare parts for the Tectonic Products; and
- (h) express warranties in respect of the Tectonic Products made by the supplier being complied with.

2.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. A purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. A purchaser is 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.

3. Express warranty

In addition to any rights or remedies offered to a Purchaser in respect of the Tectonic Products under the Australian Consumer Law, Tectonic also offers the following express warranties to a Purchaser in respect of the Tectonic Products (subject to paragraph 4):

- (a) the pre-finished coating on the Tectonic Products will not wear through to the substrate under normal traffic and other loads for a period of:
 - (i) 5 years from the date of delivery to the Purchaser in the case of the Tectonic Products installed in commercial premises; and
 - (ii) 10 years from the date of delivery to the Purchaser in the case of the Tectonic Products installed in residential premises; and
- (b) the flooring boards for any properly installed Tectonic Product will remain intact for a period of 10 years from the date the Tectonic Products are delivered to the Purchaser.

The benefits given to a Purchaser under the express warranty in this paragraph 3 are in addition to and are not intended to replace or detract from any other rights or remedies the Purchaser may have with respect to the Tectonic Products under the Australian Consumer Law or any other applicable laws.

4. Circumstances where express warranty does not apply

4.1 The express warranty in paragraph 3 does not apply to the following issues with respect to the Tectonic Products:

- (a) slight surface cracks that may occur as the timber absorbs or releases moisture. This is a natural transformation of the timber during its life and is not considered a defect;
- (b) seasonal dimensional changes, as timber is a natural product and may experience slight dimensional changes immediately after installation and during normal environmental changes; or
- (c) changes in appearance of the Tectonic Products or any part or component of the Tectonic Products, including by fading or discolouration, due to exposure to direct or indirect light or moisture. This is due to the fact that the Tectonic Products are partially

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made of natural timber which reacts to direct and indirect light and different atmospheric conditions and, therefore, a change in appearance is a natural occurrence in timber products and not a defect.

- 4.2 Without limiting paragraph 4.1, the express warranty in paragraph 3 will not apply to defects or other issues with the Tectonic Products caused by:
- (a) tampering or repair work carried out by persons other than repairers authorised by Tectonic;
 - (b) damage to the Tectonic Products caused during shipping or in transit;
 - (c) alterations or modifications made to the Tectonic Products;
 - (d) the Tectonic Products being maintained other than in accordance with Tectonic's recommended maintenance procedures;
 - (e) the Tectonic Products being installed other than in accordance with Tectonic's recommended installation procedures;
 - (f) indentations or damage to the Tectonic Products caused by any heavy or sharp objects;
 - (g) misuse or abuse of the Tectonic Products;
 - (h) failure to follow any instructions or procedures in relation to the installation, maintenance, use or protection of the Tectonic Products as recommended by Tectonic at the relevant time of such installation, maintenance, use or protection, including as recommended in any publication or document issued by Tectonic in relation to the Tectonic Products;
 - (i) any circumstances beyond the reasonable control of Tectonic;
 - (j) exposure of the Tectonic Products to excessive heat, dryness, moisture or water saturation;
 - (k) scratches to the surface of the Tectonic Products;
 - (l) the use of solvents or improper cleaning compounds on the Tectonic Products;
 - (m) normal 'wear and tear' of the Tectonic Products; or
 - (n) defects in the sub-floor onto which the Tectonic Products are laid.

5. Express warranty claim procedure

- 5.1 To make a claim under the express warranty set out in paragraph 3, the Purchaser should download a copy of the express warranty claim form from www.tectonicfloor.com.au and send the completed Express Warranty Claim Form:
- (a) by email to sales@tectonicfloors.com.au; or
 - (b) by post (at the Purchaser's expense) to Tectonic's business address at 418 Burnley Street (cnr Madden Grv) Richmond Melbourne 3121 Victoria,

during the relevant warranty period as specified in paragraph 3. For any queries regarding an express warranty claim or the express warranty claim process, please contact Tectonic. A required proof of purchase to the original purchaser for an express warranty claim is required.

If the Tectonic Products to which the express warranty claim relates have been installed, the Purchaser must provide Tectonic with access to the installation site at times nominated by Tectonic (acting reasonably) to enable Tectonic to inspect the installed Tectonic Products and the installation site.

- 5.2 If the Tectonic Products to which the express warranty claim relates have not been installed, the Purchaser must return the relevant Tectonic Products to Tectonic for inspection at the Purchaser's cost and expense, within a reasonable time as determined by Tectonic.

5.3 The Purchaser is responsible for all costs incurred by the Purchaser in making a claim under the express warranty set out in paragraph 3.

5.4 A claim under the express warranty in paragraph 3 can only be accepted by Tectonic giving notice in writing to the Purchaser. Any discussion, regardless of content, with Tectonic staff or representatives can not be construed or interpreted as acceptance of an express warranty claim.

5.5 If Tectonic rejects a claim made under the express warranty in paragraph 3, Tectonic may (but is under no obligation to) provide reasons for the rejection.

6. Replacement or repair

6.1 If any of the Tectonic Products fail to comply with the express warranty in paragraph 3 and the Purchaser makes a claim under that express warranty which is accepted by Tectonic, Tectonic will, at Tectonic's election:

- (a) repair the non-complying Tectonic Products;
- (b) resupply the Tectonic Products;
- (c) pay the cost of resupplying the Tectonic Products; or
- (d) refund to the Purchaser the purchase price paid for the non-complying Tectonic Products.

6.2 If a claim is made under the express warranty in paragraph 3 in respect of a particular Tectonic Product which Tectonic no longer stocks, or has insufficient stock of, then any replacement Tectonic Products supplied by Tectonic will be as close to the type and colour match of the relevant Tectonic Product as is possible at the time, given Tectonic's then current product range.

6.3 If a claim in respect of the Tectonic Products is made under the express warranty in paragraph 3 or the Consumer Guarantee provisions of the Australian Consumer Law and the Tectonic Products are Non PDH Goods, the liability of Tectonic for any breach of the express warranty or Consumer Guarantees (other than a breach of sections 51,52 or 53 of the Australian Consumer Law) will be limited, at the option of Tectonic, to:

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- (a) the replacement of the Tectonic Products or the supply of equivalent goods;
- (b) the repair of the Tectonic Products;
- (c) the payment of the cost of replacing the Tectonic Products or of acquiring equivalent goods; or
- (d) the payment of the cost of having the Tectonic Products repaired.

7. Only warranty-Non PDH Goods

If the Tectonic Products are Non PDH Goods, the purchase price for which is more than the amount specified in or prescribed under section 3 of the Australian Consumer Law, then the express warranty specified in paragraph 3 is the only warranty or guarantee offered by Tectonic in respect of the Tectonic Products and all other warranties or guarantees (whether express or implied) are excluded.

8. General

- 8.1 The rights of a Purchaser under the express warranty in paragraph 3 are personal to the Purchaser and cannot be transferred or assigned.