



BAMBOO FLOORING WARRANTY

Limited Warranty for Domestic or Commercial Use

Hilux Flooring want you to be happy and confident in your investment. Hilux Flooring is committed to providing the finest bamboo flooring products in the market. The Hilux Flooring name is synonymous with quality, durability, beauty and uniqueness. Our superior design, production technologies and style allow us to provide one of the best warranties in the industry subject only to a few common sense exclusions.

1. Manufacturing Defect Warranty only

This warranty is provided by Hilux Flooring as the retailer of the bamboo product you are purchasing.

This warranty only relates to manufacturing defects in the bamboo product you have purchased. This warranty does not extend to damage defects or other faults arising from:

- (a) installation of the product;
- (b) any damage to the product caused by incorrect installation
- (c) any other matters excluded by the terms of this warranty

This warranty only extends to bamboo products supplied by Hilux Flooring.

2. Important information about the Properties of Bamboo

Hilux Flooring Bamboo flooring ("the flooring") is constructed from natural materials, namely bamboo. As with timber, bamboo is hygroscopic, which means it absorbs and expels moisture in response to climatic (temperature and humidity) and site conditions.

Like timber, bamboo expands and contracts as moisture levels change and for this reason it is essential that the correct expansion allowance is used during installation – see Installation Guidelines.

When conditions are extremely wet or dry (such as periods of drought, flooding or long periods of wet weather) and/or rapid changes in humidity occur, the flooring may cup, crown or display some surface checking. This is due to extreme expansion or contraction.

These conditions are beyond our ability to control, and therefore Hilux Flooring stipulates that relative humidity where the flooring is installed must be maintained at a monthly average between 30%-60% (floating installation as per the Bamboo installation guide) or 30%-70% (direct stick installation as per the Bamboo installation guide).

In order to achieve this, humidifiers/evaporative coolers may be required in very dry climates, and air conditioners may be required in very moist and humid areas. Failure to maintain relative humidity within these levels will void this warranty.

Inexpensive relative humidity meters are readily available from electronics retailers, and should be used where there are concerns over the site's relative humidity levels.

3. Important Features of your Warranty

3.1 This warranty applies only to permanently habited buildings. Where a property is scheduled to be uninhabited for any reasonable length of time outside of normal occupancy conditions, it is important to remember that measures may need to be taken to maintain the warrantable range of relative humidity between 30%-60% (floating installation as per the Bamboo installation guide) or 30%-70% (direct stick installation as per the Bamboo installation guide).

3.2 Floorboards with visible faults or vastly different appearance prior to installation should not be installed. The installer must inspect the flooring as it is installed, and set aside or cut out any defects found prior to installation. Once the flooring has been installed, the installer has deemed the flooring acceptable and Hilux Flooring assumes no further responsibility for flooring with defects visible at the time of installation, which has subsequently been installed.

3.3 It is important that you follow the Hilux Flooring Bamboo Flooring Care and Maintenance instructions to care properly for your floor, as a failure to do so in part or whole will void this warranty. Your care and maintenance instructions are distributed at the time of purchase. Further copies can be obtained on the website; www.hiluxflooring.com.au or by calling 1300 326 789 (Australian residents).

3.4 Installation of a Hilux Flooring Bamboo floor must be carried out in accordance with our Installation Guidelines by a suitably qualified person. Installation Guidelines are available at all Hilux Flooring and can be obtained by contacting Hilux Flooring on 1300 326 789, or can be viewed on Hilux Flooring's website www.hiluxflooring.com.au.

If the flooring is installed on a Do-It-Yourself basis and you are not suitably qualified to install the flooring, limitations to this warranty apply, see section 8. Do-It-Yourself Exclusions of Warranty below.

If you have any questions about difficult or unusual installations please contact Hilux Flooring for additional guidelines. Call 1300 326 789 (Australian residents).



4. Surface Coating Warranty

For pre-finished flooring, Hilux Flooring warrants that the factory-installed finish on the flooring is, at the time of sale, free from defects in material and manufacture and that it conforms to Hilux Flooring's standard specifications for the finish. Hilux Flooring further warrants that when the flooring is maintained according to Hilux Flooring instructions and used for its intended purpose, the finish will not wear through to the underlying flooring or separate from the flooring as a result of a manufacturing defect for five (5) years from the date of sale. The Hilux Flooring installation instructions MUST be followed as a condition for these Warranties to have effect. You may obtain these instructions directly from Hilux Flooring.

5. Surface Coating Warranty Exclusions and Conditions

5.1 Grain and colour variations are just a few of the natural features that add to the inherent beauty of Bamboo flooring. The presence of such features is not considered a defect, and is not covered under this warranty.

5.2 Scratches to the flooring or reduction in gloss appearance are not considered wear through and are not covered by this warranty.

5.3 Damage to the flooring surface caused by any reason, whether deliberate, reckless or accidental, including damage by sharp objects, dropped objects or point loads such as furniture feet, stiletto heels or pet claw marks, is excluded from this warranty.

5.4 This warranty applies to the original factory finish coating only and will no longer apply if the flooring is re-surfaced or re-coated.

5.5 Bamboo is a natural product which expands and contracts in relation to moisture content, as a result small cracks or checks may occur in some instances. The occurrence of such cracking and/or checking is not covered by this warranty.

5.6 This warranty extends only for wear areas which cover at least 10% of the surface area of the installed flooring, and will not extend to high traffic areas such as, but not limited to, entry ways, where suitable protection such as mats should be used.

5.7 The General Conditions and Exclusions of Warranty set out in paragraph 3 above also apply.

6. Structural Warranty

Hilux Flooring warrants that the flooring sold under this Warranty is, at the time of sale, free from defects in material and manufacture and that it conforms to Hilux Flooring's standard specifications for the Flooring model. Hilux Flooring further warrants that when professionally installed according to Hilux Flooring specifications and when maintained according to Hilux Flooring instructions and used for its intended purpose, the Flooring will not delaminate, separate, buckle or cup as a result of a manufacturing defect for Twenty Five (25) years from the date of sale.

7. Structural Warranty Conditions and Exclusions

7.1 Exposure to excessive moisture caused in any way whatsoever, including but not limited to flooding, wet mopping, steam cleaning, spills, leaks, failure of seals or membranes, whether deliberate or accidental, will void this warranty. Excess moisture will cause the bamboo flooring to swell and expand, resulting in possible peaking/cupping and/or expansion over and above the required expansion gap.

7.2 Extended exposure to average daily humidity of above 60% (floating installation as per the Bamboo installation guide) or 70% (direct stick installation as per the Bamboo installation guide), whether deliberate or accidental, will void this warranty.

7.3 Exposure to continuous dry conditions, such as but not limited to average daily humidity less than 30% will require the use of room humidification. As bamboo dries out, small cracks or checks can occur, leading to cracks in the coating. In extreme cases distortion in the form of cupping and/or gaps may occur across the floor. Failure to keep the product in appropriate conditions will void the warranty.

7.4 If Bamboo flooring is being installed above underfloor or subfloor heating, Hilux Flooring Bamboo's installation guidelines for installation of the flooring above such an application must be adhered to strictly. Failure to do so will void this warranty. Please contact Hilux Flooring for installation guidelines on 1300 326 789 (Australian residents).

7.5 Gaps between floorboards caused by seasonal changes in temperature and humidity are not considered a defect, and are therefore not covered by this warranty.

7.6 Cracking or warping of the flooring as a result of direct unfiltered sunlight is not covered by this warranty.

7.7 Cracking or warping of the flooring arising from use of open fires, gas fires and wood or gas fired stoves is not covered by this warranty.

7.8 Damage caused to the flooring as a result of insect infestation is not covered by this warranty.

7.9 Damage caused to the flooring as a result of any structural failure of the sub-floor is not covered by this warranty e.g. cracked slab etc.

7.10 In order to assist in any claims, documented moisture testing of the subfloor is recommended prior to installation. If in doubt please contact Hilux Flooring.



7.11 The General Conditions and Exclusions of Warranty also apply (refer paragraph 3 above).

8. Do-It-Yourself Exclusions of Warranty

In the case of Do-It-Yourself installation, new floor boards will be supplied for the faulty area of flooring only. Reinstallation is not covered under this warranty in the case of Do-It-Yourself installations.

9. General Conditions and Exclusions of Warranty

9.1 Relative humidity levels of the area where the floor is installed must be maintained at a monthly average between 30%-60% (floating installation as per the Bamboo installation guide) or 30%-70% (direct stick installation as per the Bamboo installation guide).

9.2 All warranties are limited to the original purchaser, and for the flooring the subject of the original installation only. This warranty cannot be transferred except in the case of purchase by a developer or builder of a new dwelling. A developer or builder may transfer this warranty to the new owner of the dwelling only and this must take effect within 6 months following completion of the building works.

9.3 This warranty shall not apply where the flooring is laid in areas prone to becoming wet such as laundry or bathroom areas.

9.4 Bamboo flooring is a natural product and colour and texture will vary according to climatic and soil conditions, and the age of the bamboo. Furniture, scotias and trims, or flooring manufactured from the same bamboo species are likely not to match due to the natural variability of bamboo. No warranty is offered against these natural characteristics.

9.5 This warranty shall not apply in the event the flooring is exposed, for whatever reason, to the elements including, but not limited to, rain, sun and frost.

9.6 Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by ice makers, refrigerators, sinks, dishwashers, leaking/burst pipes, flooding, standing water, household mechanical failures, rising damp, damage caused by water underneath the flooring, including damage from subfloor hydrostatic pressure or other conditions that result in water being below the flooring or natural disasters.

9.7 Bamboo flooring is a natural product and the flooring will change colour as the bamboo ages and with exposure to sunlight. Such colour changes are normal and are not to be considered a defect. No warranty is offered against these natural characteristics.

9.8 Damage to Bamboo flooring caused by heat or staining from any cause whatsoever is not covered by this warranty. The flooring should be protected from exposure to excessive heat caused by direct sunlight, gas or wood fires or stoves or similar.

9.9 Bamboo flooring is a non-structural product and must be laid over an existing structural subfloor (for example a concrete slab, a structural plywood or particleboard subfloor, existing bamboo flooring or tiles). No warranty is offered in relation to any damage arising from a failure to install the flooring over a suitable subfloor.

9.10 Hollow sections, variation in sounds from tapping or walking on the floor, squeaking boards or separation of the planks due to the failure of glue applied during installation are not related to manufacture and are not covered by this warranty.

9.11 Damage caused to the flooring during installation or unloading is not part of the manufacturing process and as such is not covered by this warranty.

9.12 Your flooring, when installed to Hilux Flooring Bamboo Flooring guidelines, is designed to give you the best possible service life. Any changes to your floor structure, including alterations or removal and reinstallation of any part of the flooring after the original installation will void this warranty.

9.13 All other warranties, whether implied or express and whether arising by statute or otherwise, are excluded to the extent permitted by law.

10. How to Make a Claim

10.1 If the Flooring does not comply with the Warranty, the owner must notify Hilux Flooring in writing within thirty (30) days of discovering the non-conformity. The notice must describe the location and nature of the nonconformity. The owner must give Hilux Flooring a reasonable opportunity to examine the claimed non-conformity before undertaking any repairs, removal or replacement. The owner must present the original invoice, bill or other proof of the date of purchase. Compliance with the requirements of this paragraph is a condition to coverage under the Warranty; if these requirements are not complied with, Hilux Flooring will have no obligation to remedy any non-conformities.

10.2 Only authorised Hilux Flooring representatives can determine the validity of the claim. At the sole discretion of Hilux Flooring a valid warranty claim will be addressed via repair, re-finish i.e. sand back and recoat or replacement of the affected area with the same or similar product of equal value. Hilux Flooring or an independent assessor appointed by Hilux Flooring will inspect the floor within 30 days following receipt of a claim from a distributor or retailer.

10.3 Hilux Flooring reserves the right to remove boards for testing purposes. All claims must be confirmed in writing before any rectification works can take place.



10.4 In the case of repairs under warranty or commercial applications, extended warranty conditions may be provided. Please contact Hilux Flooring for further information.

11. Disclaimer of Implied Warranties.

The above Warranties are the exclusive and sole Warranties given by Hilux Flooring for the Flooring. They supersede any prior, contrary or additional representations, whether oral or written. Hilux Flooring disclaims all other Warranties – whether express, implied or statutory, including any Warranty of merchantability, any Warranty of fitness for a particular purpose, and any implied Warranties arising from course of dealing or usage of trade.

12. Exclusion of Liability

Hilux Flooring will not be liable for any loss or damage resulting from any purchase, or misuse of Bamboo. Notwithstanding anything else contained in this warranty, Hilux Flooring will not in any circumstances be liable under or in connection with this warranty for any claim for consequential loss, loss of opportunity, revenue, profit or anticipated profit, accommodation costs, removal or storage of furniture or legal fees whether arising in contract, negligence or otherwise.

Shop 246/747 Botany Road ROSEBERY NSW 2018
www.hiluxflooring.com.au 1300 326 789 (02) 8399 0242

