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## Surfaces by Hynes Tiles – 10 Year Warranty

All tiles sold by Surfaces by Hynes are covered by this 10 Year Warranty. Surfaces by Hynes warrants that, under normal residential conditions and with proper maintenance, our tiles will be free from defects due to defective factory workmanship or materials. The manufacturing defect (such as warping, crazing, cracking, fading, expansion and contraction) must appear within 10 years from the date of laying of tiles.

### **This warranty is offered under the following conditions:**

#### **Laying of Tiles**

Surfaces by Hynes accepts no responsibility for claims arising from poor or inappropriate laying of tiles. No claims will be accepted for products which have not been laid strictly in accordance with the relevant manufacturer’s instructions and the applicable Australian Standards (e.g. AS3958.1-2007) current at the date of laying the tiles. This includes ensuring that the tiles the purchaser has selected are fit for the purchaser’s intended purpose (see further below), ensuring an adequate amount of the same batch are supplied, ensuring blending, and that correct sealing (if required) is undertaken. Certain defects which may become apparent after laying of tiles can be related to how the tiles were laid or to the supporting structure and materials. This warranty will not cover situations where it cannot be satisfactorily demonstrated that the appropriate materials, and applications have been used.

This warranty does not cover any defects that are cause when the tiles have not been laid correctly with appropriate expansion joints as required by the Australian Standards.

## **Tile Selection**

No claims will be accepted where a product that does not suit the purchaser's intended purpose has been laid. It is the sole responsibility of the purchaser to confirm the suitability of the product for the intended purpose prior to ordering the product and in any event before acceptance or laying of the product. Surfaces by Hynes makes no warranties about the appropriateness of a product for any particular purpose or location. Claimants must form their own view about these matters with specific advice from suitably qualified and experienced persons, rather than rely on general statements (if any) made by Surfaces by Hynes.

No claims will be accepted for products which have been supplied incorrectly as per the details of the purchase receipt regardless of fault of specifying party. It is the responsibility of the builder to confirm the correct product has been purchased prior to laying of tiles.

No claims will be accepted for obvious manufacturing defects (such as chips, cracks, shading or other visual defects) that are apparent before the product is laid. It is the responsibility of the installer to inspect the product for obvious manufacturing defects prior to or during laying of the tiles. If a manufacturing defect is identified, laying of the tiles should stop immediately and written notification be given to Surfaces by Hynes. No claim will be accepted if those defective tiles are laid.

Fixing of the product constitutes acceptance of the product. The act of laying the product means the product is accepted for décor, shade, quality, type and size.

## **Maintenance**

The tiles should be regularly cleaned and maintained in strict accordance with our current written maintenance instructions. Details about cleaning and maintenance can also be found in the 'Tile Care' section of our website. Use of inappropriate cleaning products or agents will void all warranties.

## **Limited Warranty**

The warranty set out above is limited to the original purchaser and may not be assigned or transferred. In the case where a builder makes the purchase, this warranty is limited to each of the builder and the owner of the residence who first purchases the residence (or the tiles) directly from the builder within 1 year after practical completion of the tiles being laid.

Your sole remedy under this warranty is (at the election of Surfaces by Hynes) for the product to be replaced or equivalent goods to be supplied, subject to and in accordance with this warranty document.

This warranty only covers labour provided or approved by us in the event that we elect to replace the defective tiles. Warranty work approved by us will only be undertaken during normal working hours (being Monday to Friday, 9am to 4pm, excluding public holidays). You are responsible for providing us with necessary access. You are also responsible for removing all furniture, carpet and other floor coverings to enable us to assess your claim and, if approved, to undertake the replacement. If we elect to replace the defective tiles, we will dispose of the removed materials.

## **Exclusions to Warranty – The following are excluded from this warranty:**

### **Colour Variation**

This warranty does not cover variations in colour, shade, pattern, veining or surface finish of natural products such as marble tiles, as these products will by their nature not be uniform. Even manufactured tiles may exhibit some degree of minor variation in relation to these features.

Samples displayed and or provided are indicative only and will not necessarily match the tiles laid. We will endeavour to match the tiles supplied as closely as possible to the builder's showroom master sample. All minor variations from the master sample are normal and not considered defects for the purposes of this warranty.

### **Optical Hazing**

This warranty does not cover optical hazing as it is not a fault or defect of the tile and does not affect the technical characteristics of the tile. It is an inherent feature in polished porcelain tiles, regardless of the colour of the tile, or where it was made.

### **Abuse or Misuse**

This warranty does not cover fair wear and tear or indentations or scratch damages caused by negligence or any damage caused by furniture or equipment, pet claws, pebbles or sand. Damage caused by spills (for example pet urine) is excluded from this warranty.

### **Water Damage**

This warranty does not cover damage caused by moisture penetration through the subfloor, flooding, leaking plumbing, overflowing hydrostatic pressure or similar water damage.

### **Alterations / Repairs**

Alterations to tiles (including its surface or coating) will void this warranty. No warranty is provided to cover repairs. Any replacement or resupply shall not extend the warranty period under this warranty.

If Surfaces by Hynes chooses to replace warranted tiles, the following applies: Unless expressly provided in this document, Surfaces by Hynes is not obligated to provide for, or to incur the costs of, replacing or resupplying any tiling that is not defective or which otherwise surrounds tiles that are to be replaced or resupplied under this warranty. For example, if only part of a floor's tiling requires resupply or replacement under this warranty, Surfaces by Hynes' liability is limited to (at the election of Surfaces by Hynes) replacing or resupplying just the defective tiles, rather than replacing the entire tiled floor or resupplying tiles for the entire floor.

### **Structural Movement**

This warranty does not cover any defects that are caused by structural movement.

### **Other Exclusions**

This warranty does not cover any defects that are cause when the tiles have not been laid correctly with appropriate expansion joints as required by the Australian Standards.

### **Liability Limitations**

Our tiles are intended for use in residential settings with light to normal traffic conditions. This warranty does not apply if the tiles are used outdoors (unless specifically approved or specified for outdoor use) or in a commercial environment.

To the maximum extent permitted by law, the warranties expressly stated in this document are the only warranties provided by Surfaces by Hynes for this product. All other warranties, representations, assurances,

guarantees, duties (including negligence) and promises (whether expressed or implied and whether arising under general law or statute) by Surfaces by Hynes are excluded to the maximum extent permitted by law.

This warranty only applies to 'First Quality' products. They do not apply to any products designated or sold as 'B Grade', 'factory seconds' or discontinued stock, which is sold "as is".

All tiles can be slippery when wet. Liability is not being accepted for accidents due to inappropriate tile selection, maintenance or carelessness.

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose or any warranty relating to laying of tiles. No retailer, builder, specifier, installer, manufacturer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to replace, resupply or reinstall shall in any event act to extend the period of coverage of any warranty provided.

To the maximum extent permitted by law:

- a) under no circumstances shall Surfaces by Hynes be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or form of special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorney's fees, even if Surfaces by Hynes or its representatives have been advised of the possibility of such damages before sale;
- b) in no event shall Surfaces by Hynes be obliged to cover the costs of old or new replacement materials other than the particular brand of product laid, and any warranty thereto is limited to the warranty, if any, provided by Surfaces by Hynes in relation to that replacement product at the time of replacement. Surfaces by Hynes will endeavour to replace defective product with matching product of the same brand. However, Surfaces by Hynes reserves the right to use different products and products produced by other manufacturers if a matching replacement product is not readily available. Further, Surfaces by Hynes does not guarantee the availability of replacement tiles of the same colour, pattern or shade after the time of purchase. We advise customers to purchase 10%-15% additional quantity so as to allow for tiles which are damaged during or after laying of tiles;
- c) in no event shall Surfaces by Hynes' liability exceed the aggregate amount it actually received upon sale of the defective tiles at issue; and
- d) any claim under this warranty must be made within one month of the date upon which the defect first become known (or first should have been discovered) by the claimant and in any event by no later than expiry of the 10-year warranty period. All claims under this warranty must be made in writing and must include evidence of the purchase date and the identity of the original purchaser, the date and location of when and where the tiles were laid, plus the identify of the person or firm who performed the laying; without such proof, no warranty coverage will apply. All claims must be sent to Surfaces by Hynes at the address stated below. All costs of claiming under this warranty are to be borne by the person making the claim. If Surfaces by Hynes determines that your claim is not valid, Surfaces by Hynes may charge you for any labour, materials and travel costs incurred by it in assessing the claim.

## **Miscellaneous**

This document is a 'Warranty Document' as referred to in Surfaces by Hynes' 'Conditions of Trade'.

The warranties in this document are given by T. & G. Hynes Pty Ltd (ACN 005 171 693) (ABN 21 005 171 693) trading as 'Surfaces by Hynes'.

The warranties in this document are separate and independent from any warranties that may be given by the tile manufacturer. Surfaces by Hynes and its tile manufacturers are unrelated. Surfaces by Hynes assumes no responsibility for any acts, omissions, representations, assurances, warranties, guarantees and promises by, or any liabilities of, the tile manufacturers. Nothing in this document is intended to limit any rights you may have against the tile manufacturers. The tile manufacturers are not authorized to make any representations or incur any liabilities on behalf of Surfaces by Hynes.

The following statements also apply if you, as the original purchaser, are acquiring the products as a 'consumer' for the purposes of the Australian Consumer Law:

- a) 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 other reasonably foreseeable loss or damage. You are 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
- b) The benefits to you given by this warranty are in addition to your other rights and remedies under a law in relation to the goods or services to which this warranty relates
- c) The details of the person who gives this warranty are: T. & G. Hynes Pty Ltd (ACN 005 171 693) (ABN 21 005 171 693) trading as 'Surfaces by Hynes', Address: 136 Makland Drive, Derrimut, VIC 3030, Australia, Phone: 03) 8742 9600 Email: [warranty@surfacesbyhynes.com.au](mailto:warranty@surfacesbyhynes.com.au).

Any part of this warranty document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of this document continue in full force.