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TimberTop® – Lifetime Structural Warranty

The TimberTop® Range is covered by a Lifetime Structural Warranty. Surfaces by Hynes warrants that, under normal residential conditions and with proper maintenance, the product will be free of structural defects such as delamination, buckling and twisting. This warranty is not a wear warranty and does not cover surface wear.

TimberTop® – 25 Year Wear Warranty

The TimberTop® Range is covered by a 25 Year Wear Warranty. Surfaces by Hynes warrants that, under normal residential conditions and with proper maintenance, our Wear Resist 800 coating system will not wear through within 25 years from the date of installation. Gloss reduction and scratches are not considered wear through and are therefore not covered by this warranty.

These warranties are offered under the following conditions:

Installation

TimberTop® must be installed in strict accordance with the current written installation instructions. It is recommended that only Surfaces by Hynes branded underlay should be used when installing TimberTop®.

If the TimberTop® Range product is to be installed by the 'floating' method as outlined in the installation instructions then the floor must not be glued or adhered in any way to any other structural or non-structural building element. Gluing or adhering the product to any other structural or non-structural element will void all warranties.

Wet Areas

The TimberTop® range is not to be installed in bathrooms, saunas, laundries or any other area in which high levels of steam and or moisture are present.

Indoor Use Only

The TimberTop® Range is for indoor use only and is not to be installed outdoors.

Maintenance

TimberTop® should be regularly cleaned and maintained in strict accordance with our current written maintenance instructions. It is recommended that only Surfaces by Hynes approved cleaning products should be used. Use of unauthorised cleaning products or agents such as oils, ammonia-based cleaning liquids, steam mops etc., will void all warranties.

Limited Warranty

The structural and wear warranties for TimberTop® set out above are limited to the original purchaser, and may not be assigned or transferred. In the case where a builder makes the purchase, these warranties are limited to each of the builder and the owner of the residence who first purchases the residence (or the floor) directly from the builder within 1 year after practical completion of the floor's installation.

Your sole remedy under these warranties is (at the election of Surfaces by Hynes) for the product to be repaired (which may include resurfacing or refinishing), replaced or reinstalled subject to and in accordance with this warranty document.

These warranties only cover labour provided or approved by us in the event that we elect to repair, replace or reinstall the defective flooring. It does not include any of your labour or labour of any other person (including any electricians, plumbers or other trades people). 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 repair, reinstallation or replacement. If we elect to replace the defective flooring, we will dispose of the removed materials.

Exclusions to Warranties – The following are excluded from these warranties:

Colour Variation

Timber is a natural product and colour variation will occur. Samples displayed and or provided are indicative only and will not match the floor installed. Other variations will also occur such as small knots, grain variation, gum/sop marks and mineral marks. All variations are normal and not considered defects therefore does not form a part of these warranties.

Subfloor Heating

Surfaces by Hynes DOES NOT extend its Structural Warranty or Wear Warranty to flooring installed on heated sub floors. This includes systems placed on top of the sub floor such as 'dry systems.' Doing so will void these warranties. This applies even if Surfaces by Hynes has, despite this condition but at the specific request or direction of the builder or purchaser, installed the product over a heated subfloor.

Subfloor flatness and structural integrity

The TimberTop® Range requires a flat, unmoving subfloor.

Surfaces by Hynes DOES NOT extend its Structural Warranty or Wear Warranty to flooring installed on subfloors that exceed 3mm of deflection over a straight edge. Doing so will void these warranties. This applies even if Surfaces by Hynes has, despite this condition but at the specific request or direction of the builder or purchaser, installed the product over a subfloor that exceeds 3mm deflection.

Subfloors that at the time of installation do not exceed 3mm of deflection over a straight edge but subsequently deflect outside of 3mm will be excluded from these warranties.

Subfloors that shift, move or otherwise change their position or level will void these warranties.

Movement Noise

Movement noises are an inherent characteristic of this type of flooring. Movement noises are excluded from this warranty.

Extreme Conditions

Humidity

The humidity level in the home must be between 46-80% throughout the year using dehumidifiers or humidifiers as appropriate. Floors subject to humidity levels outside the recommended range can suffer swelling, checking (small cracks in the surface of the timber and or coating) and gapping between boards. Checking is not considered a product defect and is not covered by these warranties. Take-up of moisture from humidity extremes can cause a creaking sound in the lock system, and is not covered by these warranties. Incorrect use of evaporative type air conditioning is a common cause of humidity induced damage to Engineered Timber Floors as well as humidity induced noise. Neither of these are covered by this warranty. You should obtain expert advice from a climate control specialist and undertake regular monitoring to ensure that the humidity level in the home is within the acceptable range.

Temperature

The temperature in the home must be between 10-30 degrees Celsius throughout the year. Floors subject to temperature levels outside the recommended range can suffer swelling, checking (small cracks in the surface of the timber and or coating) and gapping between boards. Checking is not considered a product defect and is not covered by these warranties. These warranties also exclude localised temperature damage such as damage caused by heaters, air conditioners or the like which causes the temperature of a section of floor to be outside 10-30 degrees Celsius.

Ultraviolet Light Damage

Floors subject to regular sun exposure can discolour or check (small cracks in the surface of the timber and or coating). Discolouration and checking are not considered a product defect and are not covered by these warranties.

Abuse or Misuse

These warranties do not cover indentations, scratch damages caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand. Damage caused by spills (for example pet urine) is excluded from these warranties.

Water Damage

These warranties do not cover damage caused by flooding, leaking plumbing, overflowing hydrostatic pressure, moisture penetration through the subfloor or similar water damage.

Alterations / Repairs

Any alterations or repairs to flooring that have not been authorised by us or are not undertaken by us or on our behalf, will void these warranties. This includes (without limitation) any unauthorised alterations or repairs carried out by you.

Repairs, reinstallation or replacement by us or on our behalf shall not extend the warranty period.

If Surfaces by Hynes chooses to repair, reinstall or replace warranted planks:

- a) Surfaces by Hynes is not obligated to provide for, or to incur the costs of replacing (or otherwise doing work such as resurfacing or refinishing in relation to) any flooring that is not defective under these warranties but which surrounds flooring that is defective under these warranties. For example, if only part of a floor requires repair, reinstallation or replacement under these warranties, Surfaces by Hynes' liability is limited to (at the election of Surfaces by Hynes) repairing, reinstalling or replacing just the defective part of the floor, rather than the entire floor; and
- b) Surfaces by Hynes is not liable for any sub flooring materials, adhesives, supplies or other items consumed in the course of repairing, reinstalling or removing the floor.

Insect Infestation

These warranties do not cover any insect infestation once the product has left the factory. The product leaves the factory free of insect infestation.

Liability Limitations

TimberTop® flooring is intended for use in residential settings with light to normal traffic conditions. These warranties do not apply if the flooring is used outdoors 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.

These warranties only apply 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".

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose. No retailer, builder, specifier, installer, manufacturer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of these warranties. No agreement to replace 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 TimberTop® brand product, 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 TimberTop® product. However, Surfaces by Hynes reserves the right to use different TimberTop® products and products produced by other manufacturers if a matching replacement product is not readily available;
- c) in no event shall Surfaces by Hynes' liability exceed the aggregate amount it actually received upon sale and installation of the defective materials at issue; and
- d) any claim under these warranties 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 applicable warranty period. All claims under these warranties must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation date and location; 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 these warranties 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

If there is any inconsistency between any installation or maintenance instructions published by Surfaces by Hynes and TimberTop®, the instructions published by Surfaces by Hynes are to prevail and apply for the purposes of these warranties to the extent of the inconsistency. Hynes expressly disclaims any responsibility for any installation or maintenance instructions published by TimberTop® to the extent that they are inconsistent with any installation or maintenance instructions published by Surfaces by Hynes. Further, Surfaces by Hynes does not accept any responsibility for any consequences that may arise (including under or in relation to any separate manufacturer's warranty) as a result of installing or maintaining TimberTop® in accordance with instructions published by Surfaces by Hynes if and to the extent that those instructions are inconsistent with any instructions published by the manufacturer.

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

The warranties in this document are given by Unique Timber Floors Pty Ltd (ACN 099 247 499) (ABN 72 012 855 447) trading as 'Surfaces by Hynes'.

The warranties in this document are separate and independent from any warranties that may be given by TimberTop®. Surfaces by Hynes and TimberTop® are unrelated. Surfaces by Hynes assumes no responsibility for any acts, omissions, representations, assurances, warranties, guarantees and promises by, or any liabilities of, TimberTop®. Nothing in this document is intended to limit any rights you may have against TimberTop®. TimberTop® is 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: Unique Timber Floors Pty Ltd (ACN 099 247 499) (ABN 72 012 855 447) trading as 'Surfaces by Hynes', Address: 136 Makland Drive, Derrimut, VIC 3030, Australia, Phone: 03) 8742 9600 Email: 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.