

## Residential Warranty

Marvel vinyl flooring products (hereby referred to as Marvel Vinyl) are covered by a residential warranty (hereby referred to as Warranty), effective from the date of purchase for 20 (3mm) or 25 years (5mm) or the lifetime of the product (based on product), whichever comes due first.

In addition to any rights available under the Australian Consumer Law, Everfloor guarantees the Marvel Vinyl will perform for up to 25 years following purchase, when used in residential premises in accordance with ordinary household use and in line with our care and maintenance instructions.

## Warranty Coverage

### Manufacturing Defects

Guarantees against manufacturing defects, which includes guarantees the floor is of acceptable appearance and product is free from delamination, thickness variations and dimensional stability defects. Dimensional stability defects are defined as changes in width or length of the floor greater than the manufacturing tolerances in EN427, EN428, EN431 and EN434.

### Structural Warranty

Guarantees against structural failure of the product, whereby the product becomes unsuitable for continued use as a floor covering. This includes a guarantee against delamination, splitting, separating and cracking of the floor under ordinary residential usage, for the duration of the Warranty. Please note excessive wear and tear, direct sunlight, high temperature fluctuations or other non-ordinary usage is not covered. Vinyl is a thermoplastic product and does expand and contract minimally with temperature changes, hence small gapping in cooler temperatures is not considered a defect.

### Surface Wear

Under ordinary household use, the surface wear layer will not completely wear through the surface and design layer for the duration of the Warranty. Precisely this means the print layer of the floor will not wear away greater than 4% per year on average and the floor will generally appear aesthetically pleasing and fit for purpose. However, this does not protect against scratches, chips, indentations, gaps, and appearance changes in the wear layer due to wear and tear.

### Water-Resistance

The floor will not be affected from mopping, surface water or normal household spills. The floor will not swell, buckle or undergo any significant structural damage due to reasonable household exposure to water. This does not cover mould, mildew, or flooding, leaking pipes and appliance failure, or moisture that affects the adhesive.

### Pets

The Vinyl floor will resist stains from domestic pets if messes and urine are immediately attended to and cleaned upon discovery.

## Warranty Exclusions

### Damage Prior to Installation

This Warranty does not cover any damage caused during delivery, unpacking, installing, poor acclimatisation or otherwise altering the flooring. This Warranty does not cover planks with visible damage or issues that have been installed, as the installer has responsibility to visually inspect every floorboard prior to laying. Please refer to the Installation Guidelines (available on website) and follow instructions in the Pre-Installation section.

### Care and Maintenance Guidelines

This warranty does not cover damage caused to the flooring due to poor adherence or usage against our Maintenance Guidelines (available on website). This includes lifestyle, cleaning, environmental and specific activities to be avoided that may damage the floor.

### Installation Guidelines

This Warranty does not cover inappropriate installations which do not adhere to our Installation Guidelines (available on website). The correct adhesives must be selected and applied during installation, and all adhesives are recommended to be hard-set to prevent seasonal movement.

All planks must be inspected prior to installation and any claims for defects must be made prior to installation of the plank. Planks that may demonstrate imperfections outside natural grading specifications would be deemed acceptable and suitable for installation.

### Colour and Surface

Slight colour and surface variations between boards and batches are normal and not a defect:

- ◆ An allowance of 10% wastage should be added to your installation requirements to cover off-cutting, plank selection & colour blending.
- ◆ The customer holds the responsibility of ensuring undesirable planks are not installed by inspecting them first. The customer may apply to switch a plank prior to installation if there are colour issues.

### Subfloor Failure

As a surface floor covering, if the structural substrate changes due to movement or unevenness, the surface floor covering can be affected and damaged. Ensure the subfloor meets our Installation Guidelines and is not affected by abuse e.g. flooding.

## Coverage Duration

This Warranty lasts 25 years from the original date of purchase or the lifetime of the floor, the shorter of the two options.

## Who is Covered

This limited structural Warranty covers only the original purchaser of the product from an approved Everfloor retailer or partner. If the purchaser is a builder or a developer, to the owner of the residential home 12 months after purchase of the floor and is not transferable.

## Making a Warranty Claim

Warranty claims are to be submitted to your retailer and/or installer. Claims must be made directly by the client or owner(s). Claims made on behalf of the owner by tenants, builders or other person/entity may not be processed.

Sufficient evidence of the transaction(s) must be provided between the relevant licensed retailer and the product owner making the Warranty claim. This can include:

- ◆ Invoice Form(s).
- ◆ Evidence of payment (Receipt(s) or Remittance(s)).

### **Warranty Claim Process:**

#### Pre Installation Material & Workmanship Defects:

- ◆ Product or material defects must be delivered to the relevant licensed retailer for examination and approval.
- ◆ The retailer or installer will submit an application to Everfloor for the Warranty.
- ◆ Everfloor will inspect the product for defects and determine the ownership of fault(s) if applicable and within reason in accordance with the Subsections within this Limited Structural Warranty.

#### Post Installation Structural Failure:

- ◆ Structural failure resulting in the product being no longer fit for purpose within the limited structural Warranty period requires one or more on-site inspection(s) by the relevant licensed retailer for examination and approval.
- ◆ Upon approval, the relevant licensed retailer will submit an application to Everfloor on behalf of the claimant for the limited structural Warranty.
- ◆ Everfloor will conduct one or more inspection(s) to determine the cause and hence ownership of fault within reason in accordance with the Subsections within this Limited Structural Warranty and Installation Instructions.

The duration of Warranty claim review varies significantly depending on the nature of the application and claim. The claimant must provide reasonable time for communication, approval, conduction of on-site inspections (if needed), defective product delivery, and administration where applicable.

## What the Warranty Claim Provides

This limited structural Warranty provides a partial or full replacement of Marvel Vinyl with flooring products of equal value or lower upon request and approval by Everfloor. The replacement will be at the following percentage value (based on a comparable quality product):

Year in which the claim is made after date of purchase	Percentage
Years 1 - 5	100%
Years 6 - 10	70%
Years 11 - 15	40%
Years 16 - 20 / 25	10%

If the same product is no longer available, Everfloor will supply an alternative product of comparable quality. If additional materials are required, the client will be responsible to purchase the balance from the retailer.

## What The Warranty Does Not Provide

This Warranty excludes components separate from the Marvel Vinyl flooring itself, such as skirting boards, channels or other accessories.

This Warranty generally does not cover shipping and delivery expenses outside of the greater Sydney area and generally does not provide for labour charges with rectification. In some cases, reasonable costs or reimbursements will be considered at the discretion of Everfloor's authorised representative.

## No Other Warranty Applies

This Warranty is the sole Warranty relating to Marvel Vinyl. No employee, retailer, contractor, builder, agent, dealer, or other person/entity is authorised to alter this Warranty or make any other Warranty on behalf of Everfloor.

Everfloor holds the right to alter this Warranty at any time. However, we will not change the Warranty terms and conditions for existing customers which have purchased Marvel Vinyl prior to the change enactment dates.

## Australian Consumer Law

Our products are provided with limited performance warranties that cannot be excluded under Australian Consumer Law. Entitlements include a replacement or a refund for what is termed as a major failure and for agreed reasonably assessed associated costs. Entitlements also allow for the goods to be replaced if the product fails to meet an agreed acceptable quality and that quality does not constitute a major failure.

## Commercial Warranty

Due to the broad applications when installed in commercial environments, warranties are generally guided with a 5 Year Limited Warranty. The specific warranty for commercial applications will be on a case-by-case basis.

As per general guidelines, the commercial warranty does not apply to:

- ◆ Outdoor or exposed internal areas
- ◆ Industrial Areas
- ◆ Heavy Commercial Areas
- ◆ Gyms or areas with heavy objects or impact
- ◆ Any areas with vehicles, cars, trolleys or traffic other than foot traffic
- ◆ Any areas exposed to significant water or moisture e.g. commercial kitchens

For specific enquiries about commercial warranties, please write to [contact@everfloor.com.au](mailto:contact@everfloor.com.au)