

25 Year Residential Warranty and Maintenance Guide- Amparo Apts

This warranty relates to Embelton's entire engineered timber flooring ranges.

Warranty Provider

GP Embelton & Co Pty Ltd
147-149 Bakers Road (PO Box 207), Coburg VIC
3058 Australia
T: +61 3 9353 4811
E: gpevic@embelton.com

About this warranty

The benefits to the consumer under the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

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 for 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 major failure.

All expenses related to warranty claims are the responsibility of the consumer making the warranty claim.

The original purchaser of Embelton flooring in Australia is offered the following warranties, effective for purchases made after 1st June 2010.

Please note: This product is warranted for indoor use only, and is not transferrable in the event of a property sale. Embelton Floors installed in a property intending for rental purposes, are covered under Embelton's ten (10) year commercial warranty, not this twenty five (25) year residential warranty.

25-Year limited surface warranty

The manufacturer warrants to the original purchaser that the top surface layer will not wear through under normal conditions of wear and tear, for a period of twenty five years from the date of purchase.

Gloss reduction and scratches caused by regular traffic are not considered wear through and are not covered by this warranty. The warranty becomes effective on the date of purchase.

25-Year structural integrity warranty

The manufacturer warrants its product in its original manufactured condition to be free from defects in material and workmanship, including dimension, lamination and assembly (may not apply to special or non-standard grade specifications, as advised at the time of sale). It covers the performance and appearance of the plank from delamination, splitting and geometry that would affect the planks assembly and in-service performance.

Notes

Embelton Floors must be laid indoors in suitable areas. While they are tough and durable, they are not appropriate for outdoors or humid spaces such as bathrooms and saunas. As such, this warranty does not cover floors that are laid in unsuitable areas.

As a natural product, Embelton Floors will continue to expand and contract during normal seasonal temperatures and humidity changes. The product, when properly installed, may experience slight expansion, contraction and separation between boards, which is normal. If minor separation does occur, it is not covered by this warranty. Expansion gaps should be installed as required.

Minor Checking is a natural occurrence in many timbers. If less than 5% of boards are affected by checking, this is regarded as a natural process and will not be covered in this warranty.

Product thought to be defective by the installer should be returned to your dealer for inspection and possible replacement prior to installation. Installation implies acceptance of the appearance-related claims, relating to features visible at purchase, once the products are installed.

If a flooring product from Embelton should fail to meet the Terms of the Warranty, G P Embelton & Co. Pty Ltd and the manufacturer, at its option, will either supply a replacement product from the current range, to repair or replace the defective product, or refund the purchase price of the defective product prorated over the remaining life of this limited warranty. A minimum of 10% of the total installed surface area must be affected for the warranty to apply.

This warranty is exclusive. It covers the repair or replacement of defective materials only. It does not cover mouldings or accessories. It does not cover labour costs. Installation of the replacement products will be at the buyer's expense. The above remedy is the customer's only and is an exclusive remedy for claims under this warranty.

Embelton, covers their entire timber flooring products under this warranty with both, Direct stick method and Floating floor method of installation.

Conditions

The manufacturer will honor claims under this warranty, only if all of the following conditions are satisfied:

- The covered person must provide proof of date of purchase, original purchase price and that he/she is the original purchaser. He/she must also demonstrate the floor is at the original installation site
- At all times between purchase and installation, the flooring must be properly stored according to installation instructions.
- This warranty applies to interior construction only.
- The flooring must be installed in accordance with the manufacturer's installation instructions. Relative humidity in the area of use must be maintained within a range of 30% to 70%. Room temperature of 15-30 degrees celsius is recommended, but is a guide only.
- Embelton Floors must be maintained in accordance with the manufacturer's recommendations.
- The manufacturer must receive written notice within 30 days after discovery of any claimed defect or failure covered under this warranty. The manufacturer must be given 60 days following notice to inspect the product to confirm any failure. Written notice should be sent to G P Embelton & Co. Pty Ltd. The manufacturer or its representatives must be given the opportunity to inspect the floor prior to any repair or alteration.
- The warranty will be made void if unusual man-made or natural disasters, including leaking or broken plumbing, fire, flood, and earthquake or standing water occur during or after installation.
- Heavy objects and furniture such as bookcases, billiard tables or kitchen units should not be situated on any floating installation. This can lead to the floor failing to respond to contraction and expansion, which can cause squeaking and possible failure.
- Correctly installed expansion gaps. Please see the note below regarding Embelton expansion gaps.

Warranty exclusions

The manufacturer's warranty does not cover the following:

- Indentations, scratches, damage caused by negligence or accident, water ingress, insects, animals, high-heeled or spiked shoes, urine and high traffic areas.
- Failure to follow the manufacturer's written floor installation instructions, including the checking of the subfloor for moisture within the slab, before installation. The use of a moisture reader, with documentation of this process. Only lay Embelton timber flooring when the subfloor/ slab RH reading is 5RH or less.
- Exposure to excessive heat. The use of window dressings or tinted windows is recommended to reduce any seasonal movement due to sunlight or improper humidity in the environment.
- Improper maintenance, insufficient protection or misuse.
- Where subfloor heating is used.
- Improper alterations to the original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties.
- Changes in colour or appearance due to full or partial exposure to sunlight, weather, ageing or refinishing.
- Failure due to structural changes in the subfloor, settling of the building or an uneven subfloor that has not been adequately levelled (+/- 3mm over 3m).

Warranty disclaimers

The foregoing is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, except as covered by Common Law. The manufacturer shall not be liable for loss of use or any other incidental or consequential costs, expenses or damages incurred by the original purchaser.

This warranty gives you specific rights and you may also have other rights that may vary from State to State. It should be read in conjunction with G P Embelton & Co. Pty Ltd. General Terms and Conditions of Sale (available upon request).

The Importance of Expansion Gaps

Expansion Gaps are essential as an engineered floor must be allowed to move as a "raft". If the raft is too big for the space in which it is laid, the floor has nowhere to move, and will potentially result in cupping, peaking or gapping. Floors laid without an appropriate expansion gap will not be covered under warranty.

- Internal Expansions Gaps – Direct Stick method installation exceeding 12mL x10mW will require an internal expansion gap. Floating floor method installation exceeding 8mL x8mW will require an internal expansion gap.
- If the floor area (raft) is larger than stated above, it will have too much weight and not be able to move as designed.
- Perimeter Expansion Gaps – should be a minimum of 8-10mm for timber floors, around the perimeter of the floating floor to allow it to move naturally. Skirting can be laid over to hide this gap.
- All doorways and adjoining rooms must have expansion joints fitted at these areas.

Restoration —Sanding and Re-coating

- Some engineered floors can be sanded and re-coated with a polyurethane or water-based coating to restore the appearance of the floor. Please consult your dealer or a flooring contractor for advice. Sanding and re-coating of the entire Embelton flooring range should only be carried out by a professional flooring contractor.
- It is essential that Embelton Flooring is contacted prior to any sanding or re-coating process

Maintenance Guide

Your Embelton Floor is designed with low maintenance in mind. Follow these simple steps to achieve many years of enjoyment from your floor.

Preventative CareTips

- In areas of excessive traffic and wear, please make use of runners or area rugs.
- Use felt protectors under heavy pieces of furniture and chairs.
- Use protective mats at all exterior entrances. Do not use rubber- based furniture or mats as the rubber may leach into the floor.
- Spiked heels or shoes in need of repair can severely damage your floor.
- Keep animal nails trimmed to prevent excess scratching.
- Protect your floor by using a dolly for moving furniture or appliances. Try not to slide or roll across the floor.
- Maintain relative humidity levels between 30% -70%. Relative humidity between 30 - 70% is recommended to meet the specification of the product. It might be noted that your apartment which has this range will almost certainly be naturally maintained during both installation and after completion. Room conditions after installation should be consistent with normal year round living conditions. This does not necessarily mean that the area must be climate controlled with air conditioning.
- All doorways and adjoining rooms must have expansion joints.

Regular Maintenance Tips

- Sweep or vacuum as often as necessary to remove any loose dirt or grit before it can scratch the floor.
- Use a slightly damp mop only – avoid excessive amounts of water. Steam mops must not be used.
- Oil soaps, wax, liquid or other household products may affect your coating and should be avoided.

Australian Standards

There are currently no Australian Standards that cover the manufacture or installation of direct stick or floating timber floors. It is therefore important both to select a reputable product and to specify that installation should be carried out in strict accordance with manufacturer's instructions.

Embelton manufacturers all timber flooring with a tolerance between individual planks. Embelton manufacturers to a height tolerance of up to 0.3 mm, whereby individual incidents of up to 0.5 mm are acceptable.

After installation certain cupping and gapping issues could be considered site related installation or performance issues and may not covered by the warranty and other consumer related product purchase laws. Embelton Flooring should be installed as per our Installation Guidelines.

The *Guide to Standards and Tolerances* (the Guide) has been developed for use by builders and building owners as a convenient reference for acceptable standards of workmanship in domestic building construction. It is intended to address areas that are not prescribed under legislation or under a domestic building contract.

"Colour variations due to natural causes such as sunlight are not defective. Ghosting, where blemishes appear beneath the finish coat, is defective when visible from a normal viewing position. Due to necessary machining tolerances a step (lipping) of up to 0.5 mm or slight movement may exist between adjacent floor boards. This step (lippage) should not be evident at handover if the floorboards are also sanded and polished by the builder."

A copy of this guide can be found at <https://www.vba.vic.gov.au>