

Pre-Finished Engineered Flooring Warranty 2014



Big River Group Pty Ltd (ACN 000 009 754) ('Big River') provides the following warranties ('the Warranty') for its pre-finished engineered flooring products (the 'Products') to the original purchaser, from the date of purchase:

- 20 year limited warranty for the finish against wear-through under normal residential usage provided a recommended maintenance program has been followed.
- 5 year limited warranty for the finish against wear through under commercial conditions provided a recommended maintenance program has been followed.
- Lifetime limited warranty against warping, buckling or bond failure under normal use.

Under the terms of this Warranty, Big River undertakes to repair or replace any defective Products during the applicable warranty period. The choice of remedy is at the option of Big River. If a replacement product is supplied, warranty remains based on the original date of purchase.

WARRANTY CONDITIONS

Warranty applies to the original purchasers while they reside in the dwelling where the Products are installed.

To make a warranty claim pursuant to this Warranty, the purchaser must:

- Provide to Big River:
 - Evidence of the date of its original purchase. The original sales receipt is the purchaser's best proof of purchase; and
 - Notice from the purchaser in writing of the alleged defect prior to the expiration of the applicable warranty period; and
 - Evidence that the Products were installed in accordance with Big River's installation instructions; and
 - Evidence that the Products were not subject to any of the exclusions mentioned below.
- Allow Big River to investigate the claim by providing Big River with access to the purchaser's premises to enable Big River to undertake any inspection procedures it deems appropriate to inspect the Products that are subject to the warranty claim.

In circumstances where Big River reasonably requires it, the purchaser must at its expense organise return freight of the affected Products to Big River's nearest office for evaluation.

LIMITATIONS OF LIABILITY

The following statement applies if the supply of the Products to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'Big River', 'You' means 'the Purchaser' and 'goods' means 'Products':

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 a major failure.

Notwithstanding the preceding clause and to the extent permissible by law, Big River's liability is limited, in relation to the Products and at the option of Big River to:

- replacing the Products or the supply of equivalent Products;
- the repair of the Products;
- the payment of the cost of replacing the Products or of acquiring equivalent Products; or
- the payment of the cost of having the Products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Big River is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the purchaser for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by Big River's failure in complying with its obligations.

The benefits given to the purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Products or services to which this Warranty applies.

This warranty is not applicable outside Australia.

EXCLUSIONS

This warranty excludes:

- Colour variation and grain pattern differences
- Instances of surface checking or fine surface splitting
- Any visible defects noted after installation
- Movement from building settling or uneven sub-floor
- Gloss variation of the coating between boards
- Improper installation
- Improper maintenance or inadequate care
- Accidents, abuse or misuse
- Indentations from stiletto heels on shoes
- Water damage or damage caused by excessive dryness
- Discolouration due to excessive sunlight
- Consequential or incidental damages such as any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring
- Costs associated with any rectification work including but limited to re-painting, furniture, fixtures, accommodation and living expenses are excluded from this warranty.
- Labour charges for rectification work. In some cases and at the sole discretion of Big River where the Products have been professionally installed by representatives of the retailer or place of purchase, reasonable labour costs may be considered.

This warranty applies to the original purchaser of the Products only, and is not transferable or assignable. Proof of purchase must be produced with any claim made by original purchaser on this warranty.

MAINTAINING BIG RIVER PRE-FINISHED FLOORING

- Natural timber products will expand and contract with changes in humidity; this can cause fine gaps between boards. This gapping should not be considered to be a manufacturing fault.
- Always place mats and / or rugs at entry points to help trap grit and absorb moisture that may cause damage to the finish on the floor; these products should be made from natural fibres. Mats and rugs with rubber bottoms and non-slip pads may leave imprints on your floor; this sort of material should not be used in these areas.
- To prevent dirt and potentially abrasive grit from damaging your floor sweep or vacuum with an electro-static mop. Vacuuming should only be done with machines that have a hard surface setting; this will help to prevent damage from the vacuum's rollers.
- Never use damp mops or steam mops on your Big River floor; use only cleaning products that are designed for hardwood flooring products. Big River recommends and supplies Loba cleaning products for timber floors. These products include cleaning kits, non streaking spot cleaning products and maintenance products to rejuvenate your timber floors.
- Never use wax, oil based detergents or any other household cleaners on your floors. These products may dull or damage the finish leaving a greasy film making the floor slippery and difficult to clean. Do not use polishes or cleaners that are designed for other types of timber products such as furniture.
- Wipe up spills immediately. Take extra care in areas around sinks, dishwashers, stove tops and dining rooms; anywhere where there is a chance of harmful spills.
- Always ensure that there are protective pads under all furniture products; especially tables and chair legs. Replace the pads as they become dirty or worn. For very heavy furniture use wide, non staining rubbers cups.
- Damaged or worn high-heeled shoes may expose metal tips, which will cause damage to both the floor and the surface finish. If these are to be worn always ensure they are kept in good condition.
- Protect your floor against direct sunlight or any intense source of artificial lighting. Intense natural and artificial light will discolour hardwood floors. Rotate mats, rugs and furniture where practicable

CONTACT DETAILS

To make a claim under this Warranty or to discuss the warranty service please visit Big River's website (www.bigrivergroup.com.au) for nearest branch contact details or contact Big River's head office at:

Trenayr Road, Junction Hill NSW 2460
Telephone 02 6644 0900