

# Product Guidelines

## Warranty

### 1. Wear Warranty

#### **Residential Wear Warranty**

(Residential - designed for people to live in, a private residence, quieter traffic in these areas)

30 years - Classic - All Ranges in,

Classic

Hydro

Shield

Hybrid

Vinyl

Oak

Australian Timbers

Bamboo

Exotic Timbers

#### **Medium Commercial Wear Warranty**

(Medium Commercial - includes offices, hotels, boutique retail stores, multi-residential buildings, restaurants, rental tenants of residential properties - no stands or fixtures over 200kgs)

5 years - Classic Essence & Base, Hybrid Fusion & Enchanted, Oak All Ranges, Australian Timbers

Heritage, Bamboo Ultimate

8 years - Vinyl Voyager, Hydro Origin, Hybrid Superior, Scenic & Immortal, Shield Everlast & Shield Everlast Herringbone

#### **Heavy Commercial Wear Warranty**

(Heavy Commercial - includes small grocery (up to 400sqm), convenience stores, Bottle Shops & similar)

5 years - Vinyl Touch

#### **Industrial Commercial Wear Warranty**

(Industrial Commercial - includes large grocery (over 400sqm), commercial kitchens, Shopping complexes, Industrial Spaces & similar)

No Clever Products are suitable

All Clever Choice Flooring is warranted with Wear Warranty to the original purchaser, effective from the date of purchase.

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VIC 6 McArthur St, West Footscray, VIC 3012

**That's Clever.**

## 2. What the Wear Warranty covers

This warranty covers wear-through of the surface, decorative layer, the solid veneer of the floor, and show-through of the Vinyl, HDF, SPC or multilayer core) in any single area greater than 1cm<sup>2</sup>. Clever Choice Product Guide Installation instructions must be followed closely when installing your Clever Choice floor and Care & Maintenance Guidelines should be followed at all times after installation. These instructions can be obtained from our Website [www.cleverchoice.com.au](http://www.cleverchoice.com.au) or by contacting your Clever Choice Retailer (place of Purchase) at any time.

## 3. Water Resistant Plank Surface Warranty

All Clever Choice Vinyl, Hydro, Hybrid Shield & Hybrid Flooring is sold with a 10-year Water Resistant Surface Warranty from the date of purchase.

## 4. What the Water Resistant Plank Surface Warranty covers

This warranty covers the damage to the surface of your Clever Choice Vinyl, Hydro, Hybrid Shield & Hybrid Flooring caused by water entering from the surface. The exclusions to this warranty occur in the event of an appliance failure, continuous source of moisture or full flood/deluge of the floor. Again, Clever Choice Product Guide Installation Instructions and Care & Maintenance Guidelines must be followed.

## 5. All Pet Warranty

All Clever Choice Vinyl, Hydro & Hybrid flooring is sold with an All Pet Warranty, covering damage to the surface of the flooring caused by regular household pets. The exclusions to this warranty occur in the event of damage by Urine, faeces, vomit or excessive scratching from any household pet.

## 6. Structural Integrity Warranty

Clever Choice warrants its product in its original manufactured condition is free from defects in material and workmanship, including lamination, assembly, dimension and grading. This may not apply to special or non-standard grade specifications as advised at the time of sale.

## 7. What these warranties do not cover

- Water damage to the floor as a direct result of flood/deluge, or appliance failure, or improper installation or maintenance.
- Scratches, chips or indentations to the surface of the floor or any other damage caused by mechanical means, misuse or abuse. Damage, intentional or accidental, caused by stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc are also excluded, as are surface marks and permanent stains.
- Gloss reduction or colour change is caused by long periods of direct sun or UV exposure.
- Wear that may be associated with improper installation or improper maintenance.
- Of course, boards that are visibly faulty or could have reasonably been deemed visually or structurally inappropriate before installation should not be installed and are therefore also not covered by this or, to the extent allowed by law, any other warranty
- Installation of boards or underlay that had a visual or audible defect at the time of installation.
- The use of steam mops voids this warranty.
- Changes in colour or appearance (aging or coating) due to full or partial exposure to sunlight, weather, excessive heat, moisture or improper humidity and temperature control, contributed to or caused by lack of window coverings, awnings or airflow in the installed areas

- Exposure to chemicals, acids, adhesives or rubber.
- Alterations to original manufactured specifications for coating and suitability for purpose. Unauthorized alterations or repairs to the original product (which will void all warranties).
- Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately levelled.
- Squeaking and creaking where any vertical movement is present, either due to an unlevel subfloor or boards being under pressure during natural movement. Your floors may naturally creak or squeak in areas affected by pressure or movement.
- Boards with a brushed finish design have a rustic and non-uniform appearance. Tolerances at board edges and ends are increased when boards are brushed. Large or irregular gaps at board joins are to be expected and boards installed are deemed to have been accepted
- Damages caused by other trades within the same project
- Labour charges are not covered for any installation that has not been professionally installed by a suitably qualified floor installer in the first instance. This includes DIY installations. In the instance of professionally installed floors, reasonable labour charges to repair or replace the flooring, at the sole discretion of an authorized Clever Choice Floors Representative, are covered under warranty.
- Any costs associated with any rectification work are required other than the supply of new flooring and finishing trims.
- If necessary should a warranty claim be acknowledged? Re-painting, removal of fixtures or furniture, accommodation and any other similar cost are specifically excluded from this warranty.

## 8. Who is covered?

The original purchaser is covered. In the case that a builder or developer purchases the flooring, the occupant of the residential home 12 months after the purchase of the flooring will be entitled to cover under this warranty, effective from the date of the initial purchase. The warranty only becomes effective when full payment for the product has been made.

## 9. How to evoke a claim?

To evoke a claim under this warranty, communication with the retailer that the flooring was purchased from must be made within 30 days of noticing the problem. Proof of purchase will most often be required when contact with the retailer is made. The retailer will then contact the authorised Clever Choice Distributor to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only duly authorised representatives of the manufacturer/distributor can authorise a claim. If a claim is authorised, remedies will be tailored to suit individual circumstances. Remedies can vary depending on the condition of the floor and warrantable area from full floor replacement to the repair of individual boards. The remedy on each claim will be at the sole discretion of Clever Choice ("Paxwood Pty Ltd"). Should board replacement be necessary, new boards from the current batch will be supplied to replace or repair boards. This warranty is in addition to and has no impact on, the statutory rights of any purchaser. Claims must be lodged by contacting the retailer from where the flooring was purchased within 30 days of the problem being noticed.

## 10. Australian Consumer Law

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 goods fail to

be of acceptable quality and the failure does not amount to a major failure. Acceptable Quality Clever Choice Flooring is fit for use in internal environments/installations and should not be used externally. Furthermore, Clever Choice Classic Laminate, Hydro, Hybrid, and Bamboo should not be directly glued /adhered or pinned to a subfloor and must be installed as a floating floor.

These flooring ranges should be installed in a "laminated flooring friendly environment" in which the area is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity. Careful attention should be paid to relevant installation instructions and care and maintenance guidelines as failure to adhere to recommendations may result in flooring failure.

### **Your installation obligations**

At all times between purchase and installation, the flooring must be properly stored according to Clever Choice's Product Guidelines | Installation Instructions. You must install the product following any minimum Australian Standards. If a product is thought to be defective by the installer, that person needs to STOP and contact the reseller or Clever Choice immediately. The installation will be taken as acceptance of the appearance, relating to features visible at the time of purchase/installation. The installer will be responsible for any costs relating to the rectification of products installed with visual or audible faults.

### **Your care obligations**

Your flooring must be maintained following Clever Choice's Product Guidelines | Care & Maintenance.

## **11. Major Failure**

Clever Choice Flooring is resistant to chips, scratches, stains and wear but is not "proof" in any respect and reasonable care should be taken to avoid scratching chips & damage from occurring. In addition, some gloss variation between boards installed may occur. Clever Choice products as listed below

**Classic, Hydro & Shield** are made using High-Density Fibreboard in the core,

**Oak, Exotic and Australian Timber** are made using a multilayer timber plywood core

**Bamboo** is made using Bamboo Strand woven fibres in the core

**Hybrid & Vinyl** are made using blends of PVC in the core

These are all materials that can be susceptible to seasonal movement, creating small gaps between the joints of each board. Note that small gaps, gloss variation, scratches and chips are NOT considered major failures. They are considered part of purchasing a vinyl, laminate, hydro, hybrid, timber or bamboo floor. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

As these warranties for Clever Choice flooring deal only with the manufactured goods, installation warranties should be sought from the installation company or individual completing the installation. The warranty will be made void of unusual man-made or natural disasters, including leaks, broken plumbing, fire, flood, rising water, earthquake or standing water occur during or after installation.

### **Further Information**

Further information on any aspect of this guideline can be obtained from;

Clever Choice (Paxwood Pty Ltd)

[www.cleverchoice.com.au](http://www.cleverchoice.com.au)

Phone: (07) 5526 7399

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