

Market Timbers Warranty

8mm Cork Floor site-finished with LOBA / BONA Compatible Product

We take pride in designing each of our products with the goal of providing the best flooring for your needs. In addition, we use the highest quality components and quality control techniques to ensure the reliability and long life of our products.

No installer, dealer, agent or employee has the authority to alter the terms and conditions of this Warranty.

IMPORTANT: This Market Timbers Warranty is applicable only if the Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction are strictly followed.

In case there are any questions, contact us at: sales@markettimbers.com.au

1. QUALITY STANDARDS WARRANTY

We warrant that at time of delivery each of our flooring products meets the applicable Quality Standards, as follows:

- 8mm Cork floor site finished with Loba or Bona compatible product: **EN 12104**

2. EXTENDED WARRANTY (STRUCTURAL AND WEAR)

Whenever our products are supplied as new and through approved outlets, we warrant that within the applicable period (after invoice date) indicated in the table below our flooring products shall be free of manufacturing defects.

		Area and intensity of use according to ISO 10874		
		Commercial		
Structural				
Product	Finishing			
8mm Cork Site Finished	Bona Naturale compatible product	10 years	10 years	10 years

3. EXTENDED WARRANTY COVERAGE

In the unlikely event that any of our products fail to perform according to the applicable warranty, we will, at our option, repair, refinish or replace such product with the same product or another one of equal value (at our selection), or refund the purchase price paid (if replacement or repair is not practical or cannot be made on a timely basis), as more specifically described below.

A. During the first five (5) years of this Warranty

Period (years):	Warranty coverage:
0-5	100% of the Flooring Products for replacement + costs of removal and installation
6-10	100% of the Flooring Products for replacement (without costs of removal or installation)

- (i) the defective flooring products will be replaced,
- (ii) the defective products will be removed and
- (iii) the replacement products will be installed, AT NO COST TO YOU or, at our option, provide a refund.

B. After the initial five (5) years period (if applicable), we shall only provide all or part of the flooring products for replacement, according to the lifetime usage table above:

4. EXCLUSIONS

This Warranty shall not apply in any of the following cases:

- 4.1 Installation not made according to procedures and without using the approved auxiliary products or improper or not recommended refurbishment (in each case as set forth in the Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction).
- 4.2. Improper subfloor patch, underlayment, or subfloors (please consult Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction).
- 4.3. Incorrect product choice for the flooring use or site conditions (please consult Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction).
- 4.4. Improper maintenance or use of unapproved auxiliary products (please consult Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction).
- 4.5. Products modified or repaired with products or methods of installation or repair not specifically recommended in the Market Timbers Installation Instruction, Auxiliary Product Selector and Preventive Care Instruction or not specifically authorized by the manufacturer.
- 4.6. Extreme environmental conditions, meaning exposure to extreme heat, moisture or dryness (more than 65%, less than 35% Relative Humidity RH).
- 4.7. Gloss change or loss is not considered surface wear.

4.8. Trivial or insubstantial visual defects, i.e., visual defects not perceptible at 1,5metre standup or only perceptible in counter light, are not cover by this Warranty.

4.9. Office roller chairs must comply with EN 12529 (Type W). Use protective office mats under the rolling chairs.

4.10. Gaps on floating floors (> 0,20mm EN 14085) existing at the time of installation.

4.11. High commercial (Class 34) or industrial (Class 42) areas (although ISO 10874 classification allows it), will not be covered by this Warranty.

4.12. Accidents, abuse, misuse, force majeure, damage from heavy furniture or equipment used without sufficient protection, impact damage, hydrostatic pressure, scars from sharp or pointed objects, cuts, tears, scuffs, scratches, misuse, negligence, burns (cigars, candles, etc), water, erosion, spiked heel shoes, pet claws, pebbles, sand or other abrasives.

4.13. Detectable defects verifiable prior to installation.

4.14. Difference in shade or color. Our flooring products are based on natural materials. We do not warrant any difference in shade or color between samples/photographs and the actual flooring, 1)from batch to batch, 2) due to exposure to sunlight, 3) resulting from replacement of a portion of your floor, 4) resulting from the different age and history of the same product reference/batch.

5. CONDITIONS

This Warranty:

- 1) Is valid from the date of purchase (invoice date).
- 2) Applies only to flooring products in their original installation location.
- 3) Is not transferable (applicable only to the first end user and/or purchaser, whose name is written in the invoice)
- 4) Shall expire if the product or installation location is transferred or re-sold.
- 5) For all products, it applies only if the care and maintenance instructions are strictly followed.
- 6) Applies to flooring used exclusively in interior residential and commercial applications that are submitted to normal traffic, excluding wet or damp areas such as bathrooms or saunas.

THIS IS A LIMITED WARRANTY. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO THE END-USER/PURCHASER OF OUR PRODUCTS OR ANY OTHER THIRD PERSON FOR ANY DIRECTOR INDIRECT DAMAGES (WHETHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF ANY DEFECT IN OUR PRODUCTS.

6. IF YOU HAVE A PROBLEM

In the unlikely case that you detect a problem with your flooring product, please take the following steps:

6.1. Promptly upon such detection, provide your supplier with written notice of the problem, proof of the purchase date, type and grade of the defective products and amount of flooring involved. Please document your communication and keep the information on file until your problem is resolved.

6.2. If you are not satisfied with your supplier recommendation, an authorized representative must inspect and verify the defect. We reserve the right to designate a representative to inspect the floor and remove samples for analysis.

If such defect is verified, and confirmed by an authorized representative, we will proceed as described in point 2.