



Unique Timber Floors®

Timber Top® - Official Product Warranty

Timber Top® - Lifetime Structural Warranty

The Timber Top® Range is covered by a **Lifetime Structural Warranty**. Unique Timber Floors warrant that, under normal residential conditions and with proper maintenance, the product will be free of structural defects such as delaminating, buckling and twisting. This warranty is not a wear warranty and does not cover surface wear.

Timber Top® - 25 Year Wear Warranty

The Timber Top® Range is covered by a **25 Year Wear Warranty**. Unique Timber Floors warrant that, under normal residential conditions and with proper maintenance, our **Wear Resist 800** coating system will not wear through within 25 years. Gloss reduction and scratches are not considered wear through and are therefore not covered by this warranty.

These warranties are offered under the following conditions:

Installation

Timber Top® is to be installed in strict accordance with the current written installation instructions. It is recommended that only Ultra Absorb Plus underlay should be used when installing Timber Top®.

Wet Areas

Timber Top® is not to be installed in bathrooms, saunas, laundries or any other area in which high levels of steam and or moisture are present.

Maintenance

Timber Top® should be maintained in strict accordance with our current written maintenance instructions. It is recommended that only Unique Timber Floors approved cleaning products should be used. Use of un-authorised cleaning products or agents such as oils, ammonia-based cleaning liquids, steam mops etc, will void all warranties.

Limited Warranty

The following structural and wear warranties for Timber Top® are limited to the original purchaser, and may not be assigned or transferred. In the case where a builder makes the purchase, this warranty is limited to the owner of the floor 1year after practical completion of works.

Structural and wear warranties are subject to the following conditions:

The flooring is only suitable for indoor areas and is to be installed and used in accordance with Timber Top® Installation Instructions and Floor Care Guide.

Exclusions to Warranty - The following are excluded from this warranty.

Colour Variation

Timber is a natural product and colour variation will occur. Samples displayed and or provided are indicative only and will not match the floor installed. Other variations will also occur such as small knots, grain variation, gum/sap marks and mineral marks. All variations are normal and not considered defects therefore does not form a part of these warranties.

Improper Installation

Timber Top® is to be installed in strict accordance with the current written installation instructions. It is recommended that only Ultra Absorb Plus underlay should be used when installing Timber Top®. Improper installation will void all warranties.

Subfloor Heating

Unique Timber Floors DOES NOT extend its Structural Warranty or Wear Warranty to flooring used in heated sub floors.

Improper Maintenance

Timber Top® should be maintained in strict accordance with our current written maintenance instructions. Use of un-authorized cleaning products or agents such as oils, ammonia-based cleaning liquids, steam mops etc, will void all warranties.

Extreme Conditions

The humidity level in the home must be in the 40-65% range throughout the year using dehumidifiers or humidifiers as appropriate. Floors subjected to humidity levels outside the recommended range can cause checking (small cracks in the surface of the timber and or coating) Checking is not considered a product defect and is not covered by these warranties. Take-up of moisture from humidity extremes can cause a creaking sound in the lock system, and is not covered by warranty. We recommend our Tongue & Groove system to be used in areas subject to humidity extremes.

Abuse or Misuse

This warranty does not cover indentations, scratch damages caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand.

Water Damage

This warranty does not cover damage caused by moisture penetration through the subfloor, flooding, leaking plumbing, overflowing hydrostatic pressure or similar water damage.

Alterations/Repairs

Alterations to flooring will void any and all except implied warranties. No warranty is provided to cover repairs. Resurfacing and repairs or replacement shall not extend the warranty period.

Reinstallation

If Unique Timber Floors chooses to replace or to reinstall warranted planks, the following applies: Unless expressly provided in the Warranty description herein, Unique Timber Floors is not obligated to provide for, or to incur the costs of, repair or reinstalling defective flooring, or resurfacing or refinishing the replaced surrounding flooring. An obligation to replace or repair does not extend to any sub flooring materials, adhesives, supplies or other items consumed in the course of removal, installation or refinishing.

Insect Infestation

This warranty does not cover any insect infestation once the product has left the factory. The product leaves the factory free of insect infestation.

Liability Limitations

Timber Top[®] flooring is intended for use in residential settings with light to normal traffic conditions. This statement of warranty is the only warranty, expressed or implied provided by Unique Timber Floors for this product.

This warranty does not apply to any products designated or sold as B-grade, which is sold "as is".

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

Under no circumstances shall Unique Timber Floors be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or form of special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorneys fees, even if Unique Timber Floors or its representatives have been advised of the possibility of such damages before sale.

In no event shall Unique Timber Floors be obliged to cover the costs of old or new materials other than Timber Top[®] brand product, and any warranty thereto is limited to the warranty, if any, provided by the original manufacturer. In no event shall Unique Timber Floors liability exceed the amount it actually received upon distribution for the defective materials at issue. Any claim for warranty coverage must be made within one year of the date upon which the defect first become known or first should have been discovered.

All claims must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation location; without such proof, no warranty coverage will apply.

This warranty gives you specific legal rights and you may have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages, and in such events, the exclusion or limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. To obtain service under this warranty, start with your dealer, or failing that, contact Unique Timber Floors.