Limited Residential Warranty
EVERLAST LAMINATE

1. Scope of Application

This Limited Residential use warranty is offered by us and is Worldwide applicable. This warranty applies to our waterproof surface laminate flooring, purchased from authorized dealer and installed and used residentially. Residential use is defined as normal household use.

2. Warranties

2.1 Wear Warranty

We warrant to the original purchaser that the wear layer on our flooring:
- Will not wear through the decorative surface. Scratches, indentation or reduction in gloss level is not considered wear.
- Will not stain from normal household use.
- In its original manufactured condition, will be free from manufacturing defects.

Starting from the date of purchase, but only if no exclusions are applicable and all conditions are fulfilled.

2.2 Structural Warranty

We warrant the original purchaser that our flooring:
- Will not delaminate
- In its original manufactured condition, will be free from manufacturing defects.

This is starting from the date of purchase, but only if no exclusions are applicable and all conditions are fulfilled.

2.3 Installation Over a Radiant-Heated Subfloor Warranty

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and all conditions are fulfilled. This radiant-heated subfloor warranty is only applicable when at least the following cumulative requirements are fulfilled:
- The radiant-heating system has to be a water pipe radiant heating system (this means, for example, that we do not warrant installation over electrical radiant-heating systems).
- The radiant heating system must incorporate electronic temperature controls.
- Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant-heat system. Then, set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant-heat be applied in a gradual manner after installing the flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.
- Maximum operating temperature should never exceed 27°C.

Limited Residential Warranty
EVERLAST LAMINATE

3. Pet Warranty

We warrant that the floor will resist staining caused by pet (domestic cat or dog) stains, including urine, feces and vomit. Stain resistance means the ability of your floor to resist (i.e. minimize or withstand) permanent stains for the warranty period. However, accidents should be cleaned up immediately (within 24 hours), as the longer they sit, the more difficult they will be to remove. Any damage to the subfloor and/or surrounding structure caused by pets is not covered by this warranty.

4. Limited Residential Waterproof Surface Flooring Warranty

This warranty is only for Residential Use. When properly installed, the floor will not be damaged by topical, localized spills resulting from normal household use, such as wet shoes, liquid spills, dripping while exiting a bath tub or shower. Flooding is NOT covered by the warranty, which means standing water must be avoided at all times.

5. Exclusions and Conditions

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
- Damage arising from improper installation (for example installation on an unlevelled subfloor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use.
- Damage arising because the flooring is exposed to extreme cold (below 15°C) or extreme heat (above 35°C).
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Normal wear and tear of the flooring.
- Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).
- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to “abrasives” such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.
- Damage of planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by the collections of dirt and moisture at entrances do due the lack of interior and exterior doormats.

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EVERLAST LAMINATE

- Damage caused by shoes having heeltaps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on with spike, or stiletto-heeled, shoes.
- Damage caused by sliding or rolling heavy objects on the floor. A solid, protective covering must be laid (must use at least 6.35mm hard board) on your floor and gently 'walk' the item across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches on the floor.
- Damage caused by non-compliant castors on furniture. Barrel-type castor wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- Damage caused by hard, narrow, furniture rollers. They must be replaced with wide, rubber rollers.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than 25 mm^2. This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold "as is".

It is the responsibility of the purchaser and the installer, whether they are professionals or a do-it-yourselves, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows/discovers or can reasonably be supposed to know/discover (for example when the default is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair or replace the flooring without our consent will void this warranty.

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights. No implied warranties extend beyond the term of this written warranty.

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Talk to one of our experts, or visit our website:
0800 800 460 | customer.services@jacobsen.co.nz | jacobsen.co.nz

Limited Residential Warranty
EVERLAST LAMINATE

6. What You Should Do if Any of the Above Listed Problems Occur

You should notify the original dealer of the defect within 30 calendar days after you discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable. In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as, but not limited to; adhesive, molding, underlay, moisture barrier etc.
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect. Provide additional information requested by the factory to understand the root cause of the issue.

7. What We Will Do

If we honor a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material or we will refund the price of the flooring. If the flooring was originally installed by a certified professional installer and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labor costs to perform the repair or replacement.

This repair or replacement or refund will be a pro-rated percentage cost of the flooring and labor cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 3 years after purchase on flooring warranted for 15 years, then 80% (12/15th) of the flooring cost will be considered.

For the purposes of this warranty (including any pro-rata remedy), the flooring is deemed to have a reasonable expected service life of 15 years from the date of purchase, provided it is correctly installed, properly maintained, and used under normal conditions. This statement does not limit any rights or remedies available under the Consumer Guarantees Act 1993.

This warranty is limited to the designs, colors, structures and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value. We will always try to take into account the wish of the customer.