

Karndean Designflooring Warranty

Effective: 8th September 2023

Warranty given by:

Karndean International Pty Ltd
835 Stud Road, Knoxfield, Victoria, Australia 3180 (for Products purchased in Australia)

Karndean International Limited
835 Stud Road, Knoxfield, Victoria, Australia 3180 (for Products purchased in New Zealand)

NEW ZEALAND: 0800 800 460 or customerservices@jacobsen.co.nz

Karndean Product Ranges: Karndean Art Select, Van Gogh, Opus, Knight Tile, LooseLay Longboard, LooseLay Originals and Korlok floor coverings.

Karndean Exclusive Retail Partner Ranges

Definitions

“Australian Consumer Law” means Schedule 2 of the Competition and Consumer Act 2010 (Cth). “Authorised Retailer” has the meaning given in the “Scope” section of this document.

“Commercial” means installation in a premises where business and other non-residential activities are conducted (or have been conducted at any time during the Warranty Period).

“Commercial General Duty” means Commercial use in areas with medium traffic (e.g. classrooms and boutiques) as reasonably determined by the Company.

“Commercial Heavy Duty” means Commercial use in areas with heavy traffic (e.g. corridors, department stores, lobbies, schools, large/open plan offices) as reasonably determined by the Company.

“Commercial Moderate Duty” means Commercial use in areas with low or occasional usage (e.g. hotel bedrooms, conference rooms and small offices) as reasonably determined by the Company.

“Company” means Karndean International Pty Ltd ACN 052 427 853 (for Products purchased in Australia) and Karndean International Limited (613447) (for Products purchased in New Zealand).

“Lifetime” means 35 years.

“Product” has the meaning given in the “Scope” section of this document.

“Residential” means installation in a premises that is a private domestic residence at all times during the Warranty Period (and that is not also Commercial).

“Warranty Period” has the meaning given in the “Scope” section of this document.

“Wear-out” is defined as the wear-down of the surface wear layer to the extent that the pattern is no longer apparent (which occurs when the wear-down exceeds the depth of the “wear layer” for the relevant Product set out in the Appendix).

Scope

The warranties contained within this document automatically apply to all products referred to within the “Product Ranges” above (each a Product), where that Product has been purchased in Australia or New Zealand from a company or person that is authorised by the Company to sell the Product (Authorised Retailer).

Where Products are purchased in Australia, the following paragraph applies:

The warranties within this document are in addition to and do not affect your statutory rights. 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Where Products are purchased in New Zealand, the following paragraph applies:

Subject to paragraph 8 of the “Claims” section in this document, nothing in this document affects or purports to modify or exclude the rights or remedies you may have under the Consumer Guarantees Act 1993 (New Zealand), or any other New Zealand consumer law.

From time to time, the Company may amend this document and the terms of the warranties offered in relation to the Products. If this document is amended, the terms of the warranties that applied at the time that you purchased the Product will continue to apply in relation to that Product.

Subject to the terms of this document, the Company warrants that the Products will not wear out and will be free from manufacturing defects for the applicable period below (Warranty Period) commencing from the date that you purchased the Product (as shown in your original invoice):

Karndean Product Range	Karndean Exclusive Retail Partner Ranges	Applicable Warranty Period	
		Commercial usage	Residential usage
Knight Tile		10-years (limited to Commercial Moderate Duty settings only – no warranty is provided for Commercial Heavy Duty or Commercial General Duty use)	Lifetime
Van Gogh; Opus; LooseLay Longboard; LooseLay Originals	Genero Longboard, Capitol LVP, Burke & Wills, Designer Collection	15-years for Commercial Heavy Duty, Commercial General Duty or Commercial Moderate Duty settings	Lifetime
Korlok	Abode Vibe, Capitol rigid core	15-years for Commercial Heavy Duty, Commercial General Duty or Commercial Moderate Duty settings	Lifetime
Art Select		20-years for Commercial Heavy Duty, Commercial General Duty or Commercial Moderate Duty settings	Lifetime

If the Company supplies a repaired or replacement Product in response to a warranty claim, then the relevant Warranty Period for that Product will not restart and will remain as starting on the date on which you purchased the original Product (i.e. before that repair or replacement).

Your Obligations

As flooring is not a branded product, it is important to retain proof of purchase to establish that the flooring is a "Product" for the purpose of this document and to evidence the original installation site.

Please keep proof of purchase in the form of a receipt, bill, invoice or statement from the Authorised Retailer, showing the price you paid and the date of its purchase, together with proof of the installation address and date.

Make sure you also know which Product you have purchased and the warranty applicable to the floor (details are on the back of sample swatches, in product brochures and available throughout karndean.com, at the time of purchase).

Have your floor installed by a professional installer in accordance with the relevant Karndean Designflooring Installation Guidelines published by the Company (available at karndean.com) and maintain and protect your floor as set out in the After Care Guide published by the Company. Installation errors are not manufacturing-related conditions. The Company does not warrant installer workmanship.

Conditions

To the maximum extent permitted by law, the Company will only honour the warranties within this document where (in the Company's reasonable opinion) the following conditions have all been met:

1. The Product has been installed in accordance with "AS/NZS Standard 1884 Floor coverings – Resilient sheet & tile – Installation practices" and in accordance with the Company's instructions (including the relevant Karndean Designflooring Installation Guidelines published by the Company (available at karndean.com), both current at the time of installation.
2. Where the Product is installed in an area with direct and/or unfiltered sunlight (including but not limited to areas with panoramic or north facing windows or windows with no external eaves) and a claim under these warranties relates to fading or discolouration of the Products, the relevant windows must have at all times had appropriate (including but not limited to) window tinting (with UV inhibitors), curtains, blinds, awnings or external eaves shading that part of the Product.
3. The Product used has been correctly specified for use in the type of room or rooms in which it was installed.
4. The Product has been maintained in accordance with the Company's cleaning and maintenance instructions (including the After Care Guide published by the Company), and suitable barrier matting has been provided to all external entrances to prevent the ingress of abrasive materials, including grit.
5. Protection (e.g. felt pads or castor cups) has been fixed to the feet of the furniture to prevent damage.
6. The Product has been subjected to normal wear and tear (only).
7. For Products with a click mechanism, the minimum recommended expansion gap must have been allowed around all fixed items, including walls and pipework. These Products must also be fully floated, i.e. no items/fixtures/fittings should be permanently fixed either to or through the flooring. Under no circumstances should underlayment be permanently bonded to the subfloor. (Refer to the Company's Installation Guidelines.)
8. For Products with a locking mechanism, they must not have been used with heavy-duty wheeled equipment at any time.

HoldSafe® Warranty

The Korlok and Van Gogh product ranges are supplied with a 5G® Locking Mechanism backed by our HoldSafe® lifetime warranty. 5G® is a patented technology invented by Välinge Innovation AB. The 5G® word mark and logo are registered trademarks owned by Välinge Innovation AB.

The Company provides a separate Warranty Period in relation to the HoldSafe® 5G Locking Mechanism. The Company warrants that no joint failure will occur for a period of 15 years in Commercial settings or during the Lifetime of the Product (35 years) in Residential applications, provided that the 5G Locking Mechanism and the associated flooring is installed in accordance with the Karndean Designflooring Installation Guidelines, and used as intended and recommended in the relevant product specifications supplied by the Company.

“Joint failure” is defined as a complete loss of connection between the HoldSafe 5G connections on the Korlok and Van Gogh material.

In the event that joint failure occurs within the relevant Warranty Period, the Company will repair or provide replacement materials only. The Company accepts no responsibility for faulty installation or incorrect maintenance and will not provide any compensation for the labour required to uplift and reinstall the relevant flooring.

Exclusions

To the maximum extent permitted by law, the Company will not be liable for (and no warranty claim can be made under this document for) any loss or damage to a Product resulting from any of the following:

1. Any immediately obvious manufacturing defects that were not notified to the Company prior to installation.
2. Any and all defects, damage or discolouration to a Product caused by improper installation and in accordance with the current “AS/NZS Standard 1884 Floor coverings – Resilient sheet & tile” and in accordance with the Company’s current Installation Guidelines. Includes any problems caused by the use of non-recommended adhesive or sealer, underlayment and/or preparation of the substrate. Installation errors are not manufacturing-related conditions. The Company does not warrant installer workmanship.
3. Any willful or accidental damage (e.g. damage caused by fire, flood, impacts, objects being dropped or dragged across the floor or improper shipping, handling or storage etc.).
4. Reduction in a Product colouration, surface gloss and texture due to normal wear and tear and Improper maintenance, which results in loss of gloss or build-up of a dulling film. This includes damage caused by steam mops.
5. Any and all damage, alterations or discolouration to a Product caused by excessive heat, stains, scratches, scuffs, and/or from neglect or misuse of strong detergents and chemicals (e.g. including but not limited to stains from paints, dyes, mats, or other similar materials).
6. Any and all damage or discolouration to a Product caused by indentation, abrasion, mechanical stress, tears, pet- related incidents, furniture depressions, or caused by the use of rubber or latex e.g.: includes situations such as unprotected caster wheels, furniture legs, stiletto heels, or potential gouging from heavy sharp objects.
7. Any and all damage to a Product caused by localised ‘hot spots/thermal blocks’ when underfloor heating has been installed. Examples include damage caused by rubber-backed rugs or other items that do not allow heat to circulate freely.
8. Any and all damage or discolouration to a Product caused by remodel or construction-related activities and/or modifications, alterations or repairs.
9. Any and all damage, discolouration or fading to a Product caused by external factors, including but not limited to exposure to the sun (where appropriate window tinting, curtains, blinds, awnings or external eaves have not been used at all relevant times), mats, excessive temperature, water (including water leakage and subfloor water) heat and hydrostatic pressure.
10. For Products with a click mechanism (including the HoldSafe® 5G Locking Mechanism), damage to the click mechanism or associated damage to the Product when used in wet areas such as bathrooms, laundries, etc that have a floor waste. NB: These Products may be used in bathrooms where a separate shower base is fitted and where there is no floor waste or associated falls in the installed area.

Important information

This warranty does not guarantee the Products to be fit for a particular purpose or use. The Products have differing levels of durability in different areas (such as areas with high UV exposure, with high levels of foot traffic or where rolling loads are expected). It is your responsibility to ensure that the Product is suitable for its intended use (or you should ask your Authorised Retailer or installer to make this assessment if you have any doubt).

You must inspect the Product prior to installation for any imperfections or manufacturing-related defects. It is the responsibility of the installer/end user to confirm that the received Products are free of any obvious visible conditions that may be detrimental to the appearance and/or performance of the Product. Minor colour, shade and/or texture variations are normal. Any variances between actual material, product samples and/or brochures should be addressed with the Company or the Authorised Retailer prior to installation.

For Residential customers only, this warranty is transferable. Should the purchaser move house, the warranty will remain with the floor purchased. i.e. the warranty belongs to the property, not the purchaser. If the warranty is transferred, the residual duration of the Warranty Period will transfer to the new owner and will be recognised by the Company, provided that the new owner can provide the Company with the original invoice for the Product. It is the responsibility of the original purchaser to supply any new owner with the required proof of purchase documents.

No warranty is transferred if a Product is removed from the premises on which it was originally installed and then reinstalled at another location.

Making a Claim

1. If you wish to make a warranty or other claim against the Company in relation to a Product under this document and/or any applicable law (Warranty Claim), the Warranty Claim must initially be submitted to the Authorised Retailer from which you purchased the Product. The Authorised Retailer will liaise with the Company on your behalf. If the Authorised Retailer is no longer in business (or you are not satisfied with the Authorised Retailer's handling of the matter), then you should make your claim by contacting the Company directly using the email address on the first page of this document.
2. To make a Warranty Claim, the relevant defect or damage in relation to the Product (or component of the Product) must have appeared before the end of the relevant Warranty Period, and before the end of that Warranty Period you must have notified the Company or the relevant Authorised Retailer (in each case, in writing) of your intention to make a Warranty Claim.
3. The Company will require information regarding the Warranty Claim, including a copy of the invoice, Product details, installation/subfloor information, photographs and a report of the defect. You must not remove the damaged or defective Product from the installation without prior agreement from the Company.
4. The Company may choose to remove a nominal number of Product samples from the installation site for technical review and/or assessment. In the event samples are required to be removed for such activity, the company will supply materials of replacement of equal value to the nearest specification and/or colour. Samples removed from the site will not be returned to the installation site.
5. Once the Warranty Claim is raised, the Company may choose to inspect the installation. If the Product is found to be faulty, the Company will replace any defective material at no charge with the same Product or a similar product (subject to availability).
6. The Company may reimburse a proportion of the labour costs required to uplift the faulty Product that is the subject of the Warranty Claim and reinstall the replacement Product. All costs must be agreed with the Company before work commences. Any agreed cost of labour to rectify any agreed Product fault will be limited depending upon the time elapsed since installation (calculated on a pro-rata basis according to the scales set out in the Appendix to this document), and you will be responsible for paying the difference. Note that no labour costs will be reimbursed if the Warranty Claim relates to a joint failure under the HoldSafe® warranty.
7. If it is found to be necessary to replace a Product that is no longer available, the Company reserves the right to replace it with a product of approximately equal value and reasonably comparable specifications.
8. To the maximum extent permitted by law, the Company accepts no liability for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage (irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise, and irrespective of whether the Company or any other person was previously notified of the possibility of the loss or damage).

9. To the maximum extent permitted by law, any warranty, guarantee, condition, representation, undertaking or other right that would be guaranteed or implied in this document or is otherwise imposed by statute, common law, equity, trade, custom or usage, and which is not expressly included in this document, is excluded. Where you are in trade and the Products purchased in New Zealand are supplied and acquired in trade, you agree to contract out of the provisions of the Consumer Guarantees Act 1993 (New Zealand) to the extent permitted by that Act, and that it is fair and reasonable to do so.
10. You will not be entitled to claim any costs or expenses from the Company in relation to making a Warranty Claim, including any costs that you incur in delivering the Product to (or collecting the Product from) an Authorised Retailer.
11. The Company will only recognise Warranty Claims where the Product has been purchased directly from the Company or an Authorised Retailer. Please see the Company website for details.

RESIDENTIAL			
Labour compensation	Prorated	Prorated	Prorated
Product Range	Art Select	LooseLay Longboard, LooseLay Originals, Korlok, Van Gogh, Opus	Knight Tile
Wear Layer	0.7mm	0.5mm	0.3mm
Warranty Period	Lifetime	Lifetime	Lifetime
Years 0-2	100%	100%	100%
Years 2-5	75%	75%	50%
Years 6-12	50%	50%	20%
Years 12-15	35%	25%	10%
Years 15-20	20%	15%	5%
Years 20-35	10%	7%	0%
COMMERCIAL			
Labour compensation	Prorated	Prorated	Prorated
Product Range	Art Select	LooseLay Longboard, LooseLay Originals, Korlok, Van Gogh, Opus	Knight Tile
Wear Layer	0.7mm	0.5mm	0.3mm
Warranty Period	20 years	15 years	10 years*
Usage	Commercial Heavy Duty, Commercial General Duty or Commercial Moderate Duty settings	Commercial Heavy Duty, Commercial General Duty or Commercial Moderate Duty settings	Limited to Commercial Moderate Duty settings only – no warranty is provided for Commercial Heavy Duty or Commercial General Duty use)
Years 0-2	100%	100%	100%
Years 2-5	65%	50%	30%
Years 6-10*	as below	as below	10%
Years 6-12	40%	25%	n/a
Years 12-15	20%	10%	0%
Years 15-20	10%	0%	0%

*For Karndean Exclusive Retail Partner Ranges please refer to the table on page 2.