FLOOR TRADER

SPC HYBRID FLOORING

TIMBA TOUCH

SPC HYBRID WARRANTY

Floor Trader Timba Touch SPC Hybrid WARRANTY

MANUFACTURER'S WARRANTY

(WARRANTY AGAINST DEFECTS)

1. AUSTRALIAN CONSUMER LAW (IF APPLICABLE)

1.1 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 for 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.

1.2 We offer this warranty in addition to your other legal rights and remedies. This warranty does not exclude, restrict or modify any condition, warranty, right or remedy implied by law, including the Australian Consumer Law which cannot be excluded, restricted or modified.

2. DEFINITIONS

2.1. The following terms have the following corresponding meaning:

"Australian Consumer Law" means Schedule 2 to the *Competition and Consumer Act 2010 (Cth).*

"Application" means either Commercial Application or Residential Application as applicable.

"Authorised Purpose" includes, as determined by Floor Trader in their sole discretion, the following:

(a) installation of the Product in accordance with the applicable Floor Trader Installation Guide and Floor Trader Engineering Evaluation Certificate; and or

(b) use of the Product in a Residential Application or a Commercial Application; and or

(c) compliance with Floor Trader Care & Maintenance Guide.

"Care & Maintenance Guide" means the care & maintenance procedures published by Floor Trader on Floor Trader's website: Floortrader.com.au

"Floor Trader" means TGM INDUSTRIES PTY LTD ACN 154 662 272 or any trading entity of Floor Trader.

"Floor Trader Engineering Evaluation Certificate" means the engineering certificate published by Floor Trader on Floor Trader's website: www.Floortrader.com.au

"Commercial Application" shall refer to any use of the Product in commercial enterprise and in circumstances that do not fall within the definition of Residential Application.

"Defect" means a defect in the design, the workmanship, or the materials or a failure of the whole or part of the Product.

"Defective Product" means a Product that suffers from a Defect.

"Installation Guide" means the Product installation instruction and procedures published by Floor Trader on Floor Trader's website: www.Floortrader.com.au

"Purchaser" means any original end user of the Product who purchased the Product for an Authorised Purpose from an authorised Floor Trader distributor.

"Product" means the product to which this Manufacturer's Warranty is attached when originally purchased from an authorised Floor Trader distributor.

"Residential Application" shall refer to the use of the Product at a natural person's domicile and where the Product was purchased solely for personal, domestic or household use.

"Term" means a maximum period of 10 years or 20 years, as applicable, calculated from the date of purchase of the Product as stated on your receipt or invoice, subject to compliance with Floor Trader terms and this Warranty.

3. THE WARRANTY

3.1 The warranty is non-transferable and is only valid for the original purchaser of the flooring. If the original buyer is a builder or developer, the warranty will be transferred to the homeowner 12 months after the purchase, after which it remains non-transferable.

3.2 Floor Trader warrants to the Purchaser that the Product when used for an Authorised Purpose:

3.2.1. is of merchantable quality;

3.2.2. is free from Defects;

3.2.3. is fit for purpose;

3.2.4. complies with legislative requirements at the time of purchase; and

3.2.5. shall not split, rot, splinter or suffer structural damage from termites.

(Hereafter collectively referred to as the "Warranty").

3.3. The Warranty commences on the date that the Purchaser purchases the Product and expires on the following corresponding date:

3.3.1. Ten (10) calendar years from the date of original purchase by a Purchaser of the Product used in a Commercial Application; or

3.3.2. Twenty (20) calendar years from the date of purchase by a Purchaser of the Product used in a Residential Application.

(Hereafter collectively referred to as the "Warranty Period").

3.4. Floor Trader, acting reasonably, will determine whether the Product was used in a Residential Application or Commercial Application having regard to the Claim.

4. WARRANTY CLAIM PRODCEDURE

4.1. During the Warranty Period, the Purchaser must provide written notification together with supporting documents to Floor Trader within 30 days from the Purchaser discovering the Defect ("Notice").

4.2. The Notice must include:

4.2.1. details with respect to the application of the Product;

4.2.2. a clear description of the alleged Defect;

4.2.3. photographs of the alleged Defect;

4.2.4. quantity of the Product claimed to be defective; and

4.2.5. proof of original receipt (or other evidence displaying the date of purchase, with such further evidence to be to the reasonable satisfaction of Floor Trader).

(Hereafter collectively referred to as a "Claim").

4.3. Upon receipt of the Claim, Floor Trader will contact the Purchaser as soon as practically possible to investigate the Claim, where Floor Trader will seek to establish the cause of the Claim.

4.4. If a Defect is found, Floor Trader may, at its sole discretion, repair or replace any Defective Product or part thereof of a Defective Product. If an identical part or component is not available, Floor Trader may repair or replace with parts and components of similar quality, grade and composition.

4.5. In addition to the rights of Floor Trader in clause 4.4 of this Warranty, Floor Trader may, at its sole discretion, elect to refund all or part of the purchase price paid by Purchaser for the Defective Product.

5. EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not apply to the following condi tions or situations. These exclusions are grouped by cause for clarity.

5.1 INSTALLATION & SUBFLOOR-RELATED FAILURES

5.1.1. Defects or gapping caused by improper installation or subfloor irregularities, including issues arising from moisture, alkali, or hydrostatic pressure.

5.1.2. Use of incorrect or non-recommended adhesives during installation, especially in high-tem perature areas where high-tempera ture adhesive is required but not used.

5.1.3. Installation over subfloors that fail to meet the manufacturer’s requirements for flatness, moisture content, or soundness.

5.1.4. Failure to provide proper expansion gaps or follow rafting and transition strip guidelines as outlined in the official Installation Guide.

5.1.5. Use of silicone or other materials that restrict the floor’s ability to expand and contract naturally.

5.2 ENVIRONMENTAL EXPOSURE & CONDITIONS

5.2.1. Fading or discolouration resulting from prolonged exposure to direct sunlight.

5.2.2. Damage or instability caused by extreme temperatures or temperature fluctuations (e.g., surface changes exceeding 10°C within 2 hours).

5.2.3. Areas subject to temperatures below 5°C or above 45°C.

5.2.4. Exposure to industrial chemicals or other harsh substances.

5.3 WEAR, TEAR, AND IMPROPER USE

5.3.1. Stains, scuffs, or damage caused by improper use, storage, or treatment—especially from high heel shoes, pet claws, furniture, stones, or similar impacts.

5.3.2. Damage or distortion due to water ingress, flooding, leaks, or excessive surface moisture.

5.3.3. Discolouration or staining caused by rubber-based items such as rubber-backed rugs or furniture protectors.

5.3.4. Surface damage or wear caused by steam mops or other high-moisture cleaning devices.

5.3.5.

Normal wear and aesthetic changes, including:
Minor scratches, chips, dents
Reduction in gloss level
General aging or variation in sheen between planks

5.4 Alterations & Unauthorized Repairs

5.4.1. Any flooring that has been altered, repaired, or renovated after installation by anyone other than the original supplier.

5.5 Costs & Incidental Losses

5.5.1. Expenses related to wall treatments, repainting, fixture removal, furniture relocation, time loss, or other incidental or indirect costs.

5.5. Floor Trader board dimensions and colour are subject to normal manufacturing variations and tolerances. Reasonable variances, as determined by Floor Trader, in Product dimensions and colour are not considered a defect under this Warranty and are specifically excluded. Due care should be taken when installing Floor Trader Products to allow for such variance.

5.6. The maximum value of any Claim of any one claim or total of all claims made by a Purchaser with respect to the purchase of the Products is limited to the dollar equivalent of the percentages referred to in the below table:

Maximum Value of all or any Claim Amount	Commercial Application	Residential Application
	Claim Period	Claim Period
100%	1-3 Years	1-5 Years
70%	4-7 Years	6-10 Years
40%		11-15 Years
20%	8-10 Years	16-20 Years

* If the Product was purchased on 1 July 2023, the 0-5 years Claim Period would run from 1 July 2023 to 30 June 2028.

6. GENERAL CONDITIONS

6.1. Floor Trader or any of its affiliated employees or agents will not be liable for any direct, indirect, special or consequential loss or damage arising out of the use of, or handling of any Floor Trader Product whatsoever, including any direct, indirect, special or consequential loss or damage suffered as a result of the negligence of Floor Trader, except those which cannot be excluded by law.

7. SEVERABILITY

7.1. If any term of this Warranty is held to be illegal, void or unenforceable in a jurisdiction, then:

7.1.1. where the term can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the extent necessary to achieve that result , and

7.1.2. in any other case the term must be severed from this Warranty for that jurisdiction in which event the remaining terms operate as if the severed provision had not been included.

8. CONTACT INFORMATION

8.1 Floor Trader can be contacted at:

Business address: 20 Dulwich st
Loganholme QLD
Australia 4129

Phone: 1300 850 664

Email: sales@floortrader.com.au