

FLOOR DEPOT PRODUCT WARRANTY- CHAMWOOD DECKING



Customer Name:	
Invoice Number:	

The Warranties described below are given to the FIRST PURCHASER/ OWNER only and subject to the procedures, limitation, disclaimers and exclusions set forth herein.

**FLOOR DEPOT PRODUCT WARRANTY TERMS**

FLOOR DEPOT provides following Product Warranties terms:

- If a claim under FLOOR DEPOT Product Warranty is accepted, FLOOR DEPOT will provide material as replacement of the affected area & affected boards only.
- FLOOR DEPOT will provide the material in the original décor, color or species if available and of equal or greater value if the original is not available.
- FLOOR DEPOT does not authorize any person to create for it any other obligation or liability in connection with this product.
- This warranty is not transferable. It extends to the original and first end-customer.
- Any warranty claim must be made in writing within 30 days after it has been detected. To make a claim, contact FLOOR DEPOT at 1800-88-7585.
- Proof of purchase is required when requesting warranty service. You must present or send to FLOOR DEPOT's Authorized Personnel your sales receipt or other documents that establish proof and date of purchase.
- Any controversy arising out of or relating to this warranty shall be governed by and in accordance with the substantive Law of Malaysia.
- FLOOR DEPOT SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE BREACH OF THE WARRANTY OR ANY IMPLIED WARRANTY (INCLUDING MERCHANTABILITY).
- THIS WARRANTY CONSTITUTES THE ENTIRE AGREEMENT SHALL BE VALID UNLESS IN WRITING AND SIGNED BY FLOOR DEPOT'S AUTHORIZED PERSONNEL.

**FLOOR DEPOT'S CHAMWOOD DECKING PRODUCT WARRANTY CONDITIONS:**

FLOOR DEPOT warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, CHAMWOOD DECKING (CD) shall be:

- **free from manufacturing defects, and**
- **shall not split, splinter or rot, and**
- **shall not suffer structural damage from water, termites or fungal decay.**

The term of such warranty shall be 10 years for residential application & 5 years for commercial application from the date of original purchase.

Residential/Commercial Application: For purposes of this warranty, a "residential application" shall refer to an installation of the CD on an individual residence, and a "commercial application" shall refer to any installation of the CD other than on an individual residence.

THIS WARRANTY SHALL NOT COVER AND FLOOR DEPOT SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE CD OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND DELIVERY.

**Fade Resistance:** No material is fade proof when exposed to years of UV exposure and the elements. The CD is designed to resist fading.

**Stain Resistance:** The CD shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbecue sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the CD with soap and water or mild household cleaners after no more than one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew. Notwithstanding the foregoing, FLOOR DEPOT does not warrant that the CD is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mold and mildew can settle and grow on any outdoor surface, including CD. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

**EXCLUSIONS FROM WARRANTY COVERAGE:**

- **Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 135 °C) may cause fading and may damage the surface of the CD, and any effects of such exposure are expressly excluded from coverage under this warranty.
- **Surface Damage:** Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of the CD. If the surface of the CD is damaged or punctured, this warranty will be voided.
- **Paint or Other Materials Applied:** If paint or other coating materials are applied to the CD, this warranty will be voided.

FLOOR DEPOT does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

1. improper installation of CD and/or failure to abide by CD's installation guidelines, including but not limited to improper gapping;
2. use of CD beyond normal use and service conditions, or in an application not recommended by CD's guidelines and local building codes;
3. movement, distortion, collapse or settling of the ground or the supporting structure on which CD are installed;
4. any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains);
5. variations or changes in color of CD;
6. Improper handling, storage, abuse or neglect of CD by Purchaser.
7. Ordinary wear and tear.

UNDER NO CIRCUMSTANCES WILL FLOOR DEPOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FLOOR DEPOT'S LIABILITY WITH RESPECT TO DEFECTIVE CD SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH CD OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

> **The warranty is valid for 1 (ONE) TIME CLAIM only within the warranty cover period.**  
> **FLOOR DEPOT reserves all rights to interpret the warranty claims and amend the T&C without prior notice.**

**Liability can be claimed when,**

- The defect could not be noticed prior to installation of the floorboard.
- The defect is reported to FLOOR DEPOT in written form within 30 days after it has been noticed.
- The written complaint has to be accompanied by order confirmation from FLOOR DEPOT for the product in question.
- FLOOR DEPOT is allowed to check the said-to-be-defective floorboard on site.

**Within the scope of this warranty, FLOOR DEPOT has the sole discretion of**

- To deliver to the original point of sales any replacement material up to the current value\* of the defective material.
- If the identical décor, color or species is not available, a suitable replacement will be delivered at FLOOR DEPOT sole discretion.
- This warranty covers a replacement of the affected material only; it does not cover associated labor costs or any other related extra costs.

\* The current value is the original price, minus 10% for every 6 months period elapsed since the purchase of the material.

\* Any warranty claims accepted do not prolong the total warranty period counted from the date of the purchase.

-----THE END-----