

www.heph.com.au

## Australian Consumer Law Update 2012

HEPH Flooring is provided with limited performance warranties that cannot be excluded under Australian Consumer Law. Entitlements include a replacement or a refund for what is termed as a major failure and for agreed reasonably assessed associated costs. Entitlements also allow for the goods to be replaced if the product fails to meet an agreed acceptable quality and that quality does not constitute a major failure.

#### **HEPH: 15 Years Surface Warranty**

HEPH flooring provides a 15 year limited surface warranty and is immediately effective on the date of purchase. HEPH warrants the surface of the flooring would not wear through normal conditions of wear and tear for a duration of 15 years starting from the date of purchase.

# **HEPH: Lifetime Structural Warranty**

HEPH flooring warrants its timber flooring to be free from defects in material, assembly, lamination, and workmanship for life. (Lifetime warranty is defined as 35 years). Thus covering the structural integrity of the timber flooring.

## **HEPH: Warranty Exclusion**

- -The warranty does not cover the failure to follow installation guidelines provided by manufacturer.
- -Scratches, damage caused by negligence, water ingress, insects, animals, spiked shoes, high heeled, urine and high traffic areas would not be covered by the warranty.
- -Warranty does not cover exposure to excessive heat, sunlight, improper maintenance, insufficient protection, misuse, improper humidity in the environment and subfloor moisture.
- -Any inappropriate alterations or repair to the original manufactured product would void all warranties
- -Failure due to structural changes in subfloor, settling of the building or an uneven subfloor that has not been adequately levelled (+/- 3mm over 1000mm).

### What will be done to correct the problem?

HEPH will examine the product and decide, at its sole discretion, if it is covered under the guarantee. If it is covered, HEPH will replace the product with a same or comparable product. If it is covered by this guarantee, HEPH will pay for the costs of installation, labour and travel for installation staff. This does not apply to any installation work that is not authorised by HEPH. If the product is no longer sold by HEPH, HEPH will provide an appropriate replacement. With HEPH determining at its sole discretion, what constitutes an appropriate replacement through a comparing of price range or material range.

Contact number: 0415-682-168

Email: info@heph.com.au

Website: www.heph.com.au (Engineered Flooring)