

# Forbo Floor Coverings Pty Ltd

## Novilon Viva Product Warranty Statement

FORBO FLOOR COVERINGS PTY LTD ("FORBO") warrants to the original purchaser ("Purchaser") that the Forbo flooring products supplied by it (the "Goods") will be free from defects for a period of 15 years from the date of dispatch from FORBO's control ("Warranty").

Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of FORBO. If a replacement product is supplied, warranty remains based on the original date of dispatch from FORBO's control.

### Investigation of Claims:

All Goods, the subject of a warranty claim, must be returned to FORBO for evaluation before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

- Notify FORBO within 7 days of the alleged defect first coming to the Purchaser's notice and within the warranty period;
- Provide FORBO all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The original sales receipt is the Purchaser's best proof of purchase;
- Provide evidence that the Product has been installed correctly and is used in accordance with the FORBO's instructions supplied with the Goods; and
- Make the Product available for inspection by FORBO (which is at the Purchaser's cost), so that FORBO may carry out all necessary work with the Product.

### Conditions of Warranty:

This warranty extends only to:

- Defects arises solely from faulty design, materials or workmanship under proper use of the Goods;
- Goods maintained in accordance with the supplied FORBO Maintenance program;
- Goods installed by a suitably qualified and experienced person;
- Goods sold by FORBO or its authorised distributors or dealers and only where the Goods are used and serviced within Australia; and
- Where the defects appear in the Goods within the warranty period.

### Exclusions to Warranty:

This Warranty does not cover;

- Unauthorised repairs, alteration, modification or substitution of any parts of the Goods; ;
- Malfunction of Good due to Installation of the Goods not in accordance with the Floor coverings standard AS 1884-2012 "Resilient sheet and Tiles - Laying and Maintenance Practices";
- Goods that have their serial number or model number label removed or defaced;
- Other goods that are not manufactured or supplied by FORBO.
- Adhesives
  - o Standard warranty covers Forbo manufactured products only and not adhesives manufactured by other parties.
- Goods damaged as a result of:
  - o Fire, flooding and other natural disasters and Acts of Nature;
  - o Negligence, accidents, misuse or abuse;
  - o Structural movement, excessive moisture, vapour or alkali in a concrete subfloor,
  - o Appliances, including vacuum cleaners, furniture and castors;
  - o Cutting sharp objects;
  - o The effect of chemicals, aggressive solvents or the incorrect use of cleaning agents or incorrect cleaning procedures.
- Goods with minor reduction in gloss, scratches or indentation due to, sand, pebbles or other abrasives, spiked heel shoes, pets, insects, construction traffic, water, moisture, or failure to maintain the floor as required
- Minor colour, shape or texture variations between flooring, samples, printed colour photography or replacement flooring and the actual material.
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners including, but not limited to, uneven subfloor surfaces, floor

deflection or voids in the subfloor.

- Commercial installation of residential products unsuitable for commercial traffic
- Goods used in an outside/external location;
- Delivery, construction or installation-related damage including installations made:
  - in breach of applicable local housing or building codes or standards; or
  - contrary to written instructions furnished with the project
- Floors damaged or adhesive breakdown caused by subfloor moisture of water damage, including without limitation, due to broken or leading water pipes or gutters, flooding, water spills or weather conditions or acts of Nature.
- Goods purchased:
  - not from FORBO (such as purchases from unauthorised retailers and purchases over the internet, from local/ international sellers or sites such as eBay and Amazon),
  - not from an authorised dealer or distributor of FORBO;

In addition to the above, this Warranty DOES NOT cover the following:

- Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product,
- Accidental damage or damage caused by an extra ordinary event or circumstance beyond your or anyone else's control.
- "Forbo recommends that, for areas requiring SUSTAINABLE slip of P3 or greater, a particle-based slip resistant product be used. Forbo will not be liable or responsible for highly variable and varying in situ results post installation where general-purpose (non- particle based) flooring has been installed. Slip resistance of Forbo's general purpose vinyls where P3 has been achieved in an accredited 3rd party laboratory forms NO part of the Forbo warranty".

Freight charges both ways associated with any warranty claim are to be paid for by the Purchaser and FORBO accepts no liability for loss or damage to the Goods during transit.

Charges will apply for any non-warranty services performed.

#### **Limitation of Liability:**

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The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'FORBO', 'You' means the 'Purchaser' and 'goods' means 'Goods':

- *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.*

What constitutes a major failure is set out in the Australian

Consumer Law.

Notwithstanding the preceding clause and to the extent permissible by law, the liability of FORBO is limited, in relation to the Goods and at the option of FORBO to:

- Replacing the Goods or the supply of equivalent goods;
- The repair of the Goods;
- The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- The payment of the cost of having the Goods repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and FORBO is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- Any increased costs or expenses;
- Any loss of profit, revenue, business, contracts or anticipated savings;
- Any loss or expense resulting from a claim by a third party; or
- Any special, indirect or consequential loss or damage of any nature whatsoever caused by FORBO's failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.

The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

This warranty is not applicable outside Australia.

#### **Contact Details:**

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To make a claim under this Warranty the Purchasing company is to contact FORBO's technical support at:

Forbo Flooring Systems Pty Ltd  
23 Ormsby Place, Wetherill Park NSW 2164  
Call: 1800 224 471  
Fax: 1800 662 566  
E-mail: info.au@forbo.com

## Forbo 15 Year Novilon Viva Residential Warranty Form

Product code(s) installed:	
Project address:	
Installation company:	
Installation date:	
Forbo invoice number/ customer P/O:	
Name:	
Date:	
Signature:	

**Please complete in full and submit your warranty with Forbo Flooring Systems.**

Fax: 1800 662 566, E-mail: [info.au@forbo.com](mailto:info.au@forbo.com) or with the submit button provided above.

Once you have submitted your warranty with Forbo, please forward this form over to your client as proof of warranty.

For any technical data-sheets, please visit our website: [www.forbo-flooring.com.au/downloads](http://www.forbo-flooring.com.au/downloads).