

# Residential Lifetime Warranty

## 1. ABOUT THIS WARRANTY

Benefits to the consumer under this warranty are in addition to those rights outlined under consumer law in Australia. Lifewood goods and services come with guarantees and warranties that cannot be excluded under the Australian

## 2. LIFETIME STRUCTURAL WARRANTY

Lifewood warranty that:

- a. Any Product sold under this Warranty is, at the time of sale, free from defects in material and manufacture and conforms to "Lifewood" standard specifications for the Product model unless otherwise stated.
- b. When professionally installed according to "Lifewood" specifications, and when maintained according to "Lifewood" instructions and used for its intended purpose, the Product will not delaminate, separate or buckle as a result of a manufacturing defect from the date of sale for the entire duration that the original purchaser retains ownership of the place of installation (the "Structural Warranty Period").

## 3. IMPORTANT FEATURES OF YOUR WARRANTY

- a. All warranties are limited to the original purchaser and permanent resident of the place of installation. This warranty is not transferable except in the case of purchase by a developer or builder of a new dwelling. A developer or builder may transfer to one owner only and this must take effect within 6 months following completion of the building works.
- b. Being a natural product, the Flooring will have very slight levels of expansion and contraction during normal seasonal temperature and humidity changes which may result in a small amount of contraction and separation between boards. This is completely normal and is not covered by this warranty.
- c. It is important that you follow the Lifewood and Bamboozle care and maintenance instructions to care properly for your floor, as a failure to do so in part or whole will void this warranty. Your care and maintenance instructions are distributed at the point of delivery but can also be obtained from Lifewood.
- d. This warranty does not extend to the finish polish or the surface coating applied to, or on, the Product.
- e. We shall not accept returns for change of mind or if you make a wrong decision unless due to our negligence or incorrect information supplied by ourselves.

## 4. WARRANTY EXCLUSIONS

This Warranty does not cover damage or defects resulting from or in any way attributable to:

- a. Improper storage, handling or installation of the flooring (including improper installation of joists and subflooring or improper surface preparation).
- b. Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, application of solvents, corrosives or other chemicals to the flooring, colour change, fading or damage due to exposure to the sun, excessive pivot and point-loads, spike-heeled shoes, unpadded furniture feet, water, damage from sand, pebbles or other abrasives, pet claws, or other unintended uses.
- c. Insect infestation after shipment from the point of origin.
- d. Stains and finishes.
- e. Surface checking (fine surface splits) which is a natural occurrence in many timbers and if less than 10% of boards are affected this is regarded as a natural process and is not covered in this warranty.
- f. Improper alterations of original manufactured product.
- g. Moisture problems (including, but not limited to, subfloor moisture, leaks, rain, wet mopping, use of steam mops, joins between slabs, etc).
- h. Excessive dryness (including, but not limited to, close proximity to heating systems or direct sun exposure from windows without window treatments).
- i. Settlement or movement of the structure to which the flooring is attached.
- j. Natural events such as hurricanes, tornadoes, earthquakes, and floods.
- k. Variations in colour, grain and markings that exist in the flooring when new (such variation in timber is a natural occurrence, so that flooring may not match display samples) or that develop over time because of varying exposure to sunlight or UV light.
- l. Installation over radiant floor heating with excessive surface temperatures.
- m. Exposure to improper heat and humidity (i.e. relative humidity should be maintained between 30% and 50% and room temperature of 15-30 degrees C is recommended).
- n. Surface wear and tear is excluded and this warranty does not cover indentations, impact damage, scratches or damage caused by high heel shoes, furniture, seating of fixtures on casters.

- o. Damage to the floor if caused by any negligent or deliberate act or omission by the purchaser or other person or little damage is caused by any event or circumstance beyond the reasonable control of Lifewood (including, without limitation, floods, storms, earthquakes or fire).
- p. No warranty applies to products designated as 'B' Grade Or clearance which are sold "as-is"
- j. Except as expressly stated by Lifewood, any Product designated or sold as second grade or downgrade items, whatsoever language is used, are sold "as is", without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

## 5. MAKING A WARRANTY CLAIM AND WHAT IS COVERED

- a. The Customer is responsible for examining the Goods upon delivery and should inform Lifewood in writing within seven (7) days of delivery if there are any visible defects, damages, shortages in quantity, or non-compliance with the description or quote. If any other alleged defects in the Goods arise, the Customer must promptly notify Lifewood as soon as they become apparent. Once notified, the Customer must grant Lifewood permission to inspect the Goods.
- b. If a warranty claim is made, proof of purchase will be required.
- c. An inspection of the flooring subject to the claim will be arranged and shortly after the inspection a determination will be made regarding the warranty claim.
- d. Only an authorised representative of Lifewood and Bamboozle can authorise a warranty claim.
- e. Where Lifewood is not permitted to exclude, restrict or modify its liability for a breach of a condition or warranty that is implied by any statute or applicable law but is permitted to limit its liability for the breach of such condition or warranty, Lifewood's liability is limited to any of the following as determined by Lifewood and Bamboozle at its absolute discretion: repair, re-coat or replacement of the affected area with the same or similar product (which Lifewood shall select).
- f. If you installed the Product yourself (not using a Lifewood tradesperson) and Lifewood agrees that the boards were faulty, new boards will be supplied only for the faulty area. Lifewood reserves the right to remove boards for testing purposes.
- g. If Lifewood chooses to replace or to reinstall warranted boards, Lifewood is not obligated to provide for, or to incur the costs of resurfacing or refinishing, or the replacement of surrounding flooring. An obligation to replace or repair does not extend to any sub-flooring materials, adhesives, supplies or other items consumed during removal, installation or refinishing.
- h. Any costs associated with re-painting, removal of fixtures or furniture, cleaning, accommodation and any other costs are specifically excluded from this warranty and are not claimable.
- i. Except to the extent that applicable laws prevent Lifewood from doing so, Lifewood and Bamboozle reserves the right to determine in its sole discretion, whether the Product is defective or subject to any exclusions in clause 4 of this Warranty.

## WARRANTY PROVIDER CONTACT DETAILS

Company: Lifewood Australia Pty Ltd

Address: 18 Hector Street West, Osborne Park, WA 6017

Phone: (08) 9445 9011

Email: [info@lifewood.com.au](mailto:info@lifewood.com.au)

Website: [lifewood.com.au](http://lifewood.com.au)

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# Residential Lifetime

The following Terms and Conditions apply to all orders placed with, and goods and services supplied by, Bamboozle (WA) Pty Ltd, trading as Lifewood, and form part of the contract between you, the customer and Lifewood.

## 1. PAYMENT TERMS

Benefits to the consumer under this warranty are in addition to those rights outlined under consumer law in Australia. Lifewood goods and services come with guarantees and warranties that cannot be excluded under the Australian Consumer Law.

- a. For floors that are supplied and installed by Lifewood:
  - i. On acceptance of the quote, a deposit of 10% of the entire quote value (including GST) is payable. No scheduling of works will be undertaken without a deposit payment.
  - ii. A payment of the remainder of the quote value is payable *before* any materials are delivered to site.
- b. For floors that are sold as supply of materials only (i.e. not installed by Lifewood):
  - i. On acceptance of the quote, a deposit of 10% of the entire quote value (including GST) is payable. No scheduling of works will be undertaken without a deposit payment.
  - ii. The balance of the entire quote is payable *before* is payable before any materials are picked up from the Lifewood's warehouse or delivered to site.
- c. Cancellations with less than 3 months notice from the agreed installation/delivery date will result in forfeiture of the 10% deposit and liability for the costs of any custom items ordered.
- d. Lifewood reserves the right to charge a 20% handling fee for any credits requested for returned stock or returned deposits.
- e. All overdue amounts are subject to interest at the rate of 20% per annum. Such interest may be added at the discretion of Lifewood.
- f. Quotes are valid for a period of 30 days and any changes made have to be agreed upon in writing by both parties.
- g. Time is of the essence in respect of the obligation to make payment in accordance with this clause.
- h. All warranties are void if payment of final invoice is not made in full.
- i. Lifewood accepts electronic funds transfer (EFT), cash, cheque or credit card. The deposit may be paid by credit card without incurring any merchant fees. However, if final balance costs are paid by credit card a merchant fee will be incurred of 2% for MasterCard and Visa cards, and 2% for Diners and American Express cards.

## 2. SECURITY AND CHARGE

- a. You agree to indemnify Lifewood for any costs incurred in recovering or attempting to recover any amounts which may from time to time become overdue for payment including and without limitation legal costs on a solicitor/client basis.
- b. You agree to charge your estate and interest in any land capable of being charged in favour of Lifewood as security for all and any amounts payable to Lifewood pursuant to these Terms and Conditions.
- c. You agree that this clause creates a caveatable interest in favour of Lifewood over any such estate and interest in such land and consent to Lifewood lodging an absolute caveat over your interest in any land which may be withdrawn (at your cost) once all payments and other monetary obligations pursuant to these Terms and Conditions have been paid. All costs associated with the lodging and withdrawal of the caveat will be borne by you.

## 3. CUSTOMER OBLIGATIONS

You, the customer, are responsible to ensure:

- a. You provide us with suitable access to the work area. Access to power and lighting must be provided by you and more than one power point is required;
- b. The concrete sub-floors must be free from oils, wax etc. and high spots or ridges removed to enable proper adhesion of the floor. You are required to complete this work prior to delivery or installation;
- c. Removal of all furniture and disconnection of appliances such as ovens, dishwashers and fridges is the responsibility of the customer and must be completed before work can begin;
- d. All other trades have finished their work in the area to be installed;
- e. Any fixings that impede our ability to carry out the works quoted, such as balustrade (in particular glass balustrade), scaffolding, temporary stairs etc. must be removed. You are responsible to restore them after completion of our works; and
- f. Delivery vehicles must be able to park within a suitable distance of the work area for the unloading of product by hand. Inability to do so may result in an extra delivery fee added to your final invoice to cover