



## WARRANTY INFORMATION

Indoor MDF Wall Profile

**WARRANTY INFORMATION**

INDOOR MDF WALL PROFILE

**INDEX**

<b>Definitions .....</b>	<b>3</b>
<b>Warranty.....</b>	<b>4</b>

*\*Please note that your Service Booklet may only contain the Installation Guide relevant to, and required for, the particular Product(s) that you have purchased.*

*At the date of issue, information in this Service Booklet is correct. Serfloor Australia Pty Ltd reserves the right to makes changes to this guide without adversely affecting the quality or performance of our product.*

## WARRANTY INFORMATION

INDOOR MDF WALL PROFILE

### DEFINITIONS

Where contained in this document, the following terms are defined as follows:

**“Commercial”**- means wholly or predominantly where a business is conducted

**“Customer”** – means a Purchaser who also holds a Business Credit Account with the Supplier

**“FTA”** – means Fair Trading Acts

**“Owner”** – means the end consumer has purchased the Products from a Purchaser and now hold title of the Products

**“Purchaser”**- means any person who acts on a purchase based on a quotation (or tax invoice) provided by the Supplier  
(also interchangeable with “original Purchaser”)

**“Product/s”** – means Serfloor Australia Pty Ltd Products, including but not limited to,

**“Residential”** means wholly or predominantly used as a private domestic residence

**“Supplier”** means Serfloor Australia Pty Ltd

**“TPA”** means the Commonwealth Trade Practices Act 1974

**WARRANTY INFORMATION**

INDOOR MDF WALL PROFILE

**TERMS AND CONDITIONS****1. GENERAL**

- 1.1. These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- 1.2. Nothing in these Terms and Conditions is intended to exclude, restrict or modify rights which the Purchaser may have under the Australian Consumer Law which may not be excluded, restricted or modified by agreement.
- 1.3. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 1.4. A party waives a right under these Terms and Conditions only if it does so in writing.
- 1.5. The Seller shall be under no liability whatever to the Purchaser for any indirect loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Supplier of these terms and conditions.
- 1.6. In the event of any breach of this contract by the Supplier the remedies of the Purchaser shall be limited to damages which under no circumstances shall exceed the Price of the Products.
- 1.7. The Purchaser shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Purchaser by the Supplier.
- 1.8. The Supplier reserves the right to refuse service to anyone for any reason at any time.
- 1.9. The Purchaser agrees that the Supplier may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Purchaser of such change.
- 1.10. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 1.11. The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

**2. ACCEPTANCE**

- 2.1. Any instructions received by the Supplier from the Purchaser for the supply of Products and/or the Purchaser's acceptance of Products supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Where more than one Purchaser has entered into this agreement, the Purchasers shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Purchaser the terms and conditions are binding and can only be amended with the written consent of the Supplier.
- 2.4. The Purchaser shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Purchaser or any change in the Purchaser's name and/or any other change in the Purchaser's details (including but not limited to, changes in the Purchaser's address, contact numbers, or business practice). The Purchaser shall be liable for any loss incurred by the Supplier as a result of the Purchaser's failure to comply with this clause.

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

**3. ORDERS**

- 3.1. The Supplier reserves the right to accept or reject any orders it receives.
- 3.2. The Supplier shall not be liable for any loss or damage caused by any delay in accepting or rejecting an order.
- 3.3. The Supplier will endeavour to provide notification of a rejection within a reasonable time of any such rejection.
- 3.4. The Supplier shall not be liable for any loss or damage caused by, or associated with, a rejection of any order.
- 3.5. An order is only accepted by the Supplier when it is acknowledged by the Supplier in the form of an invoice, quote or when the Product is delivered by the Supplier.
- 3.6. Accepted orders cannot be cancelled without the Supplier's consent which may be refused or given with conditions.

**4. PRICE**

- 4.1. At the Supplier's sole discretion the Price shall be either:
  - 4.1.1. as indicated on tax invoices provided by the Supplier to the Purchaser in respect of Products supplied;  
or
  - 4.1.2. the Supplier's quoted Price.
- 4.2. Any pricing issue concerning tax invoice value must be notified directly to the Supplier within 7 days of tax invoice date.
- 4.3. Unless otherwise stated all Prices are exclusive of GST and all taxes and are subject to alteration without notice.

**5. PAYMENT**

- 5.1. At the Supplier's sole discretion a deposit may be required.
  - 5.1.1. At the Supplier's sole discretion:
    - 5.1.1.1. payment shall be due at the time of purchase; or
    - 5.1.1.2. payment for approved Purchasers shall be made in accordance with the Supplier's Credit Account terms and conditions.
- 5.2. Payment will be made by Electronic Funds Transfer (EFT) or direct deposit, or by any other method as agreed to between the Purchaser and the Supplier. The Supplier will not accept cheques as payment.

**6. DELIVERY**

- 6.1. At the Supplier's sole discretion delivery of the Products shall take place when:
  - 6.1.1. the Purchaser takes possession of the Products at the Supplier's address; or
  - 6.1.2. the Purchaser takes possession of the Products at the Purchaser's nominated address.
- 6.2. The Products may be delivered by a carrier agreed upon by both parties and nominated by either the Supplier or the Purchaser.
- 6.3. At the Supplier's sole discretion the costs of delivery are:
  - 6.3.1. included in the Price; or
  - 6.3.2. in addition to the Price; or
  - 6.3.3. for the Purchaser's account.
- 6.4. The Purchaser shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery, including:
  - 6.4.1. Ensuring that someone is onsite to take delivery and unload the items from the vehicle; and

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

- 6.4.2. The address to which delivery is to be tendered is to the outside of a property, including onto a driveway, at street level.
- 6.5. The third party carrier will not deliver Products into a premises, upstairs or into lifts.
- 6.6. In the event that the Purchaser is unable to take delivery of the Products as arranged, and specified in 6.4 and 6.5, then the Supplier shall be entitled to charge a reasonable fee for redelivery.
- 6.7. The Supplier shall not be liable for costs incurred where the Purchaser has made alternative delivery arrangements with the third party carrier without the Suppliers knowledge or written consent.
- 6.8. The Supplier reserves the right to charge the Purchaser any additional costs incurred from the third party carrier if the Purchaser and third party carrier make alternative delivery arrangements without the Suppliers prior knowledge or written consent.
- 6.9. Delivery of the Products to a third party nominated by the Purchaser is deemed to be delivery to the Purchaser for the purposes of this agreement.
- 6.10. The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 6.11. The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Products (or any of them) promptly or at all due to circumstances beyond the control of the Supplier.

**7. RISK**

- 7.1. If the Supplier retains ownership of the Products nonetheless, all risk for the Products passes to the Purchaser on delivery.
- 7.2. If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Purchaser, the Supplier is entitled to receive all insurance proceeds payable for the Products. The Production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 7.3. The Supplier shall not be liable for any loss, damage, delays, or costs incurred by the Purchaser that are caused by excessive moisture or movement in the sub-floor or incorrect installation.
- 7.4. The warranty will not apply in circumstances where the product is damaged or affected by excessive moisture or movement in the sub-floor or incorrect installation.
- 7.5. The Supplier shall not be liable whatsoever for any loss or damage to any of its Products that is caused by any tradesmen during or after installation.
- 7.6. The Supplier shall not be liable for, and the warranty will not apply in circumstances where, the Product has been installed outdoors or anywhere exterior to the premises will not be covered by this warranty. Our Products are intended for internal installation only.

**8. TITLE**

- 8.1. The Supplier and Purchaser agree that ownership of the Products shall not pass until:
- 8.1.1. the Purchaser has paid the Supplier all amounts owing for the particular Products; and
- 8.1.2. the Purchaser has met all other obligations due by the Purchaser to the Supplier in respect of all contracts between the Supplier and the Purchaser.
- 8.2. Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Products shall continue.
- 8.3. It is further agreed that:

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

- 8.3.1. the Purchaser must not sell or deal with the Products in any way without prior written consent of the Supplier or except in the ordinary course of the Purchaser's business;
- 8.3.2. where practicable the Products shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Purchaser are met; and
- 8.3.3. until such time as ownership of the Products shall pass from the Supplier to the Purchaser the Supplier may give notice in writing to the Purchaser to return the Products or any of them to the Supplier. Upon such notice the rights of the Purchaser to obtain ownership or any other interest in the Products shall cease; and
- 8.3.4. the Supplier shall have the right of stopping the Products in transit whether or not delivery has been made; and
- 8.3.5. the Supplier may recover possession of the Products from any premises controlled by the Purchaser and the Purchaser grants irrevocable licence to the Supplier to enter such premises for that purpose; and
- 8.3.6. the Purchaser shall hold the Products as bailee of the Supplier; and
- 8.3.7. the Purchaser is only a bailee of the Products and until such time as the Supplier has received payment in full for the Products then the Purchaser shall hold any proceeds from the sale or disposal of the Products, up to and including the amount the Purchaser owes to the Supplier for the Products, on trust for the Supplier; and
- 8.3.8. the Purchaser shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
- 8.3.9. the Purchaser shall not charge the Products in any way nor grant nor otherwise give any interest in the Products while they remain the property of the Supplier; and
- 8.3.10. the Supplier can issue proceedings to recover the Price of the Products sold notwithstanding that ownership of the Products may not have passed to the Purchaser; and
- 8.3.11. until such time that ownership in the Products passes to the Purchaser, if the Products are converted into other Products, the parties agree that the Supplier will be the owner of the end Products.

**9. DEFECTS**

- 9.1. The Purchaser shall inspect the Products on delivery and shall within twenty-four (24) hours of receiving the Products notify the Supplier of any alleged, shortage in quantity, damage, or failure to comply with the description or invoice.
- 9.2. The Purchaser shall inspect the Products on delivery and shall within seven (7) days of receiving the Products notify the Supplier of any alleged defect of the product specified on the invoice.
- 9.3. The Supplier will not consider a Product to be defective in circumstances where the Product is found to appear different to an image of the Product, including but not limited to, digital or published images.
- 9.4. If the Purchaser shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage.
- 9.5. For defective Products, which the Supplier has agreed in writing that the Purchaser is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Products or repairing the Products except where the Purchaser has acquired Products as a consumer within the meaning of the *Trade Practices Act 1974* (Cth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase Price of the Products, or repair of the Products, or replacement of the Products.

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

**10. RETURNS**

- 10.1. Returns will only be accepted provided that:
- 10.1.1. the Purchaser complies with the warranty provisions contained in this Service Booklet; and
  - 10.1.2. the Supplier has agreed in writing to accept the return of the Products; and
  - 10.1.3. the Supplier will not be liable for Products which have not been stored or used in a improper manner; and
  - 10.1.4. the Products are returned in the condition in which they were delivered and with all packaging material, brochures, and instruction material in as new condition as is reasonably possible in the circumstances; and
  - 10.1.5. the Products have not been altered in any way.
- 10.2. Returned Products may (at the Supplier's sole discretion) incur a restocking fee of twenty-five percent (25%) of the value of the returned Products. The restocking fee is in addition to any freight costs incurred by the Supplier.
- 10.3. If the Purchaser does not advise Serfloor in writing of any fault, or defect in the Product within seven (7) days or shortage in quantity or failure to comply with the description or invoice within twenty-four (24) hours after the date of purchase/delivery:
- 10.3.1. the Purchaser is deemed to have accepted the Product and is deemed to agree that the Product is not faulty, damaged, or defective and comply with a contract made pursuant to the terms of these Conditions of Sale; and
  - 10.3.2. the Purchaser releases and discharges Serfloor from and against any claims, actions, loss, or liability relating to any fault, damage or default in the Product or any failure of the Product to comply with the Conditions of Sale.
- 10.4. The Supplier will not replace or refund Products in circumstances where the Product is found to appear different to an image of the Product, including but not limited to, digital or published images.
- 10.5. Serfloor will not replace or refund for change of mind or excess ordering.

**11. CANCELLATION**

- 11.1. The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Products at any time before the Products are delivered by giving written notice to the Purchaser. On giving such notice the Supplier shall repay to the Purchaser any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 11.2. The Supplier will not accept the cancellation of any Products ordered if those Products have already been cut to size, altered in any way or a special order.
- 11.3. In the event that the Purchaser cancels delivery of Products, and those Products are not subject to the conditions of clause 13.2, then the Purchaser shall be liable for a cancellation fee of twenty-five percent (25%) of the value of the cancelled Products in addition to any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

**12. CREDIT ACCOUNTS**

- 12.1. The Purchaser must apply for a Business Credit Account (BCA) in accordance with the BCA terms and conditions and BCA Application in order to obtain products on credit from the Supplier.



**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

- 12.2. The Purchaser acknowledges and agrees to the BCA terms and conditions in order to continue to obtain products on credit from the Supplier.

**13. PRIVACY ACT 1988**

- 13.1. The Purchaser and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Purchaser and Guarantor/s in relation to credit provided by the Supplier.
- 13.2. The Purchaser and/or the Guarantor/s agree that the Supplier may exchange information about the Purchaser and the Guarantor/s with those credit providers either named as trade referees by the Purchaser or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- 13.2.1. to assess an application by Purchaser; and/or
  - 13.2.2. to notify other credit providers of a default by the Purchaser; and/or
  - 13.2.3. to exchange information with other credit providers as to the status of this credit account, where the Purchaser is in default with other credit providers; and/or
  - 13.2.4. to assess the credit worthiness of Purchaser and/or Guarantor/s.
- 13.3. The Purchaser consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4. The Purchaser agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Purchaser and Supplier or required by law from time to time:
- 13.4.1. provision of Products; and/or
  - 13.4.2. marketing of Products by the Supplier, its agents or distributors in relation to the Products; and/or
  - 13.4.3. analysing, verifying and/or checking the Purchaser's credit, payment and/or status in relation to provision of Products; and/or
  - 13.4.4. processing of any payment instructions, direct debit facilities and/or credit facilities requested by Purchaser; and/or
  - 13.4.5. enabling the daily operation of Purchaser's account and/or the collection of amounts outstanding in the Purchaser's account in relation to the Products.
- 13.5. The Supplier may give information about the Purchaser to a credit reporting agency for the following purposes:
- 13.5.1. to obtain a consumer credit report about the Purchaser; and/or
  - 13.5.2. allow the credit reporting agency to create or maintain a credit information file containing information about the Purchaser.

**14. LIMITATION OF LIABILITY**

- 14.1. Serfloor, its affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages.

**15. REPRESENTATIONS**

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

- 15.1. The Purchaser shall not represent to any Owner that the Purchaser has any direct relationship with the Supplier except to the extent of any credit account or ongoing business relationship agreement between the Purchaser and the Supplier.

**16. CONFIDENTIALITY**

- 16.1. The Purchaser shall not disclose to any third party:
- 16.1.1. the Supplier's pricing information; and
  - 16.1.2. any commercially sensitive information; and
  - 16.1.3. information of the kind referred to in Section 275(2) of the PPSA.

**17. TERMINATION**

- 17.1. The Supplier may by written notice to the Purchaser/Purchaser immediately end its agreement to sell and purchase the Product in the Purchaser/Purchaser fails to perform any of its obligations under its agreement with the Supplier or the Supplier considers that the Purchaser/Purchaser is or will become unable to pay debts as they fall due.

**18. GST**

- 18.1. The supplier of the taxable supply will be entitled to recover from the recipient of the taxable supply any GST payable as an additional amount, provided the recipient receives a tax invoice for the taxable supply from the supplier.

**WARRANTY INFORMATION**

INDOOR MDF WALL PROFILE

**WARRANTY**

This warranty applies to the Indoor MDF Wall Profile products only.

The above warranted products are sold with a 2 Year Warranty effective from the date of purchase.

*Please note that the Serfloor Australia Installation Guides and the Serfloor Australia Care and Maintenance Guide must be followed closely during the installation, care, and maintenance of all Serfloor Australia Products.*

**Australian Consumer Law**

Our products 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

**Who is covered?**

The original Purchaser and/or the Owner of the Product(s) are covered under this warranty for the relevant as term specified for residential or commercial premises.

A Purchaser may make a claim directly to the Supplier.

An Owner must make a claim through the Purchaser. The Owner must make all reasonable attempts to do this. In the event that the original Purchaser cannot be contacted or is no longer trading the Owner may make a claim directly to the Supplier.

**What does the warranty cover?**

This warranty covers wear through in an area greater than 5% of the overall Product within the nominated warranty periods.

Serfloor Australia will only consider warranty claims in circumstances where:

- ❖ Proof of purchase is provided by the original Purchaser to Serfloor Australia.
- ❖ The Product has been installed in accordance with the relevant Serfloor Australia Installation Guide.
- ❖ The surface meets the building standard under AS/NZS 1884-2012 current at the time of installation.
- ❖ The appropriate and recommended fasteners were used at the time of installation.
- ❖ The products were installed in the correct room/s as specified by Serfloor Australia.
- ❖ The products have been cared for and maintained in accordance with the Serfloor Australia Care & Maintenance Guide.

**WARRANTY INFORMATION**

## INDOOR MDF WALL PROFILE

**What does this warranty not cover?**

This warranty shall not cover any defect or damage which may be caused or partly caused by or arise through the following circumstances.

- ❖ Failure to properly prepare for the installation of products, including but not limited to, insufficient attention to subfloor dampness.
- ❖ Failure to properly install, care for and maintain any products in accordance with this Service Booklet.
- ❖ Failure to follow any instructions or guidelines provided by the Supplier.
- ❖ Spillages, flood, deluge, appliance failure or any other exposure to water or other liquids.
- ❖ Fair wear and tear, any accident, such as fire or flood, or any act of God.
- ❖ Stains, excessive heat, cuts, scratches, chips, indentations or other misuses or abuses that the profile may be subjected to during usage that is determined by Serfloor as fair wear and tear.
- ❖ Expansion or contraction of the product which is deemed by Serfloor to be from exposure to temperature fluctuations or movement in surfaces.
- ❖ Indentation, abrasion, and scratches that occurred from, including but not limited to, furniture, pets, clothes and accessories, and all toys.
- ❖ Continued use of any products after any damage or defect becomes apparent.
- ❖ Any colour fading or discoloration (please adhere to our Care and Maintenance Guide to minimise the extent of fading).
- ❖ Products that have been installed inside saunas, outdoors or anywhere exterior to the premises will not be covered by this warranty. Our products are intended for internal installation only.

In respect of all claims the Supplier shall not be liable to compensate the Purchaser for any:

- ❖ Delay in either replacing or remedying the workmanship
- ❖ Delay in properly assessing the Purchaser's claim

All claims resulting from a visible manufacturing defect must be claimed prior to installation. Products that are visibly faulty or could have reasonably been deemed visually or structurally damaged or defective prior to installation, and are then installed, will not be covered by this warranty to the extent allowed by law.

This warranty will not cover products in circumstances where the product is found to appear different to an image of the product, including but not limited to, digital or published images. Colour may also appear differently depending on different lighting conditions. We recommend taking a sample of the product to the intended installation location to see what the product will look like in the room.

**WARRANTY INFORMATION**

INDOOR MDF WALL PROFILE

**How to make a claim?**

To make a claim under this warranty, communication with the Supplier, or appropriate Purchaser within the meaning of this Service Booklet, must be made as soon as the damage or defect becomes apparent. Proof of purchase will be required at the time that this communication is made. A claim must be made within 30 days of fault becoming apparent.

***If you purchased your product from Serfloor Australia directly***

All warranty claims must be submitted directly to the Serfloor office in writing.

The claim must be made as soon as the defect or fault becomes apparent.

You must provide Serfloor with all of the specific documents relevant to your job including your proof of purchase, product details, installation and surface information including the installer's details, samples of the defected product with full photographs and a report of the defect including any areas related to the issue.

Once your claim has been submitted it will be referred on to the Serfloor Warranty team who will investigate your claim. You will be contacted at any point should more information be required to make an accurate assessment.

Should the claim be accepted, Serfloor will make arrangements to repair the defect or provide you with the same or similar replacement of the original product.

***If you purchased your product from a seller other than Serfloor Australia***

All warranty claims must be submitted to the original Purchaser from which the product was purchased. You must make all reasonable attempts to do this.

If the original Purchaser that you purchased the product from cannot be contacted or is no longer trading the Owner may make a claim directly through the Supplier, in accordance with the above "If you purchased your Product from Serfloor Australia directly" process.