



# Warranty: Kenbrock COMMERCIAL

## Kinetics Rubber Flooring

K1, K2, H1, M1, DIY, & T1 ranges (hereafter referred to as “Kinetics” and/or “Product”)

### Wear Out Warranty

Kenbrock warrants Kinetics against excessive wear which shall be deemed to occur when the following percentages are worn away during the stipulated periods of the warranty:

- In excess of 10% (ten percent) in the first 7 years,
- In excess of 15% (fifteen percent) in the first 10 years,
- In excess of 20% (twenty percent) in the first 20 years.

If a Wear Out Warranty Product wears out during the applicable Wear Out Warranty Period, Kenbrock will replace the worn out Wear Out Warranty Product with the same (if available) or equivalent (with the same level of quality in a similar design or colour) product for no fee, provided that, by no later than 30 days from the expiration of the Wear Out Warranty Period, you:

1. can satisfy Kenbrock that none of the exclusions identified below apply.
2. can satisfy Kenbrock that the Wear Out Warranty Product was installed in accordance with the manufacturer’s installation instructions and the AS1884-2012 Code of Practice for the laying of resilient sheet and tile flooring; and
3. provide proof of purchase of the Wear Out Warranty Product, by following the procedure for making a claim set out below.

Kenbrock’s liability with respect thereto is limited however to the repair or replacement of the exact Product which is proved to be defective and so does not include other Product within the same area including adjoining tiles. Under no circumstances will Kenbrock be liable for any other cost incurred in connection with the repair or replacement of any Product covered by this warranty.

### 1 Year defects warranty

Kenbrock warrants that Kinetics will be free from defects in materials and workmanship for a period of one (1) year from the date of first installation of the Defect Warranty Product (Defects Warranty Period). If a Defects Warranty Product is or becomes faulty during the Defects Warranty Period, Kenbrock will replace the faulty Defects Warranty Product with the same (if available) or equivalent (with the same level of quality in a similar design or colour) for free, provided that, by no later than 30 days of the date you identify the defect, you:

- can satisfy Kenbrock that none of the exclusions identified below apply;
- can satisfy Kenbrock that the Defects Warranty Product has been installed, used and maintained in accordance with Kenbrock’s written recommendations; and
- provide proof of purchase of the Defects Warranty Product, by following the procedure for making a claim set out below.

### Exclusions and restrictions

#### Exclusions

- Defects associated with improper installation or irregularities caused by subfloor imperfections including the presence of moisture, alkali and/or hydrostatic pressure
- Defects caused by non adherence to the Installation Instructions available from Kenbrock or on Kenbrock’s web site. This includes, but is not restricted to, the following of directional arrows on the underside of the Product.
- Product that has not been installed with the recommended adhesive
- Defects caused by misuse or abuse of the product including, without limitation, scuffing, scratches, indentions, cuts, gouges, stains and burns
- Changes in gloss level as a result of normal wear and tear
- Defects where the product is not maintained in accordance with standard flooring practice for the flooring type and/or as recommended by Kenbrock
- Colour variations between samples or printed materials and actual production



## Restrictions

The warranties set out in this document are provided solely to the original end user of the product and is not assignable or transferable to a third party.

No representative or agent of Kenbrock is authorised to assume any additional liability or responsibility on behalf of Kenbrock.

Subject to the Competition and Consumer Act 2010 (Cth), Kenbrock will not be liable for indirect, consequential or incidental damages of any kind suffered or incurred by an end user of the product or any other person.

## How to make a claim

To make a claim under a warranty set out in this document, please send a notice to Kenbrock at any address

identified below:

1. specifying the product in relation to which you are making the warranty claim;
2. describing the wear out or defect in relation to which you are making a claim;
3. including photographs of the product and the wear out or defect in relation to which you are making a claim;
4. specifying details of the person who installed the product in relation to which you are making a claim and the date of installation; and
5. including proof of purchase of the product in relation to which you are making a claim.

Upon receipt of a claim notice, Kenbrock will assess the claim to determine whether it complies with the terms of the applicable warranty set out in this document. Such assessment may include a representative of Kenbrock inspecting the product in relation to which the warranty claim is made in situ.

If Kenbrock assesses a claim made under either of the warranties mentioned in this document and determines that the product has genuinely worn out or is faulty (as applicable), Kenbrock will replace the product or relevant part of it. Kenbrock will also reimburse you for the reasonable costs you incurred in making a claim under the warranty provided you notify Kenbrock of such costs and provide documentary evidence of those costs to Kenbrock within 30 days of Kenbrock notifying you of your successful claim.

## Australian Consumer Law

The benefits under this Warranty are in addition to other rights and remedies available to you under the law.

Kenbrock's 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. or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.