

1. GENERAL TERMS

- a. Subject to the terms and conditions herewith, FLOORING WHOLESAL LTD TA LOOK FLOORS warrants that its products shall be reasonably fit for purpose for which they are supplied, free from manufacturing defects, and will perform under normal usage for the warranty period stated in this product performance warranty (“warranty”), when the products have been purchased and used within their shelf life according to; the Technical Data Sheets (TDS) guidelines and other literature issued by FLOORING WHOLESAL LTD for the products collectively, the “Product Literature” which are applicable at the time the products were purchased and installation at the project site and;
- b. Governmental regulations, building standards, codes, and normal industry practices.
- c. LOOK FLOORS warranties do not cover installation, workmanship or product mixing and preparation aspects which is the sole responsibility of the Applicator.
- d. It is expressly understood that the purchaser and Applicator of FLOORING WHOLESAL LTD products acknowledges that FLOORING WHOLESAL LTD is not responsible or liable under any circumstances for determining the suitability or compatibility of FLOORING WHOLESAL LTD products for the user’s intended purpose.
- e. The warranty will become void when LOOK FLOORS believes the Applicator/Installer is or was in breach of the terms of this warranty.
- f. Reference to applicator means the party who purchased the product, or who installed the product at the project site.
- g. LOOK FLOORS is entitled to reach its own belief as to any matters associated with these terms and it does so in its absolute discretion.
- h. This warranty applies when the conditions herewith are attained to the satisfaction of LOOK FLOORS; if at a later date it is discovered these conditions were not achieved, then LOOK FLOORS is entitled to refuse any claim made under this warranty.
- i. This warranty; is only applicable to products purchased directly or indirectly from LOOK FLOORS and applied in New Zealand.
- j. It is the sole responsibility of the Applicator to store the product/s, prepare the substrate, prepare, mix, and apply the product/s in accordance to the product/s TDS.
- k. The Person or Company applying the LOOK FLOORS product (the Applicator) is not an agent or employee of LOOK FLOORS and therefore LOOK FLOORS takes no responsibility and assumes no liability for their workmanship.
- l. If the ownership of the property is transferred to a new owner within five (5) years of the release date of the warranty, the new owner shall receive benefit of this Warranty provided that LOOK FLOORS is advised in writing within three months of the change in ownership. In all other circumstances where the property is transferred during the term of this Warranty, this Warranty is non-transferable.
- m. LOOK FLOORS warrant that the product/s when prepared and applied in accordance with the TDS will have the properties and characteristics set out in the TDS and will retain these properties and characteristics for the duration of the listed warranty period.
- n. The Applicator of the product must assess the substrate and the product/s suitability for the intended application and final service provision of the product.
- o. Information given relating to the application and use of LOOK FLOORS products is given in good faith based on LOOK FLOORS’s current knowledge and experience of its products when they are appropriately stored, handled and applied under recommended conditions according to the information in the product/s TDS.
- p. This product warranty application will require a product purchase receipt as proof of your purchase.
- q. A full list of all product warranty terms and conditions is available upon request.
- r. I, the applicator, confirm that, the information I have given is in my own writing and complete and correct to the best of my knowledge. I sign/signed my name and I understand that if I have provided false information, this warranty request or the processed warranty document can be cancelled, and I understand that to sign this document for someone else is illegal without the legal power of attorney.

2. THIS WARRANTY IS VALID WHEN

- a. All money owed under LOOK FLOORS terms of trade for the supply of the warranted product/s has been paid.
- b. The substrate to which the LOOK FLOORS product has been applied was thoroughly and sufficiently prepared as per the requirements of the LOOK FLOORS Product Literature.
- c. Any other LOOK FLOORS product linked to the Warranted product has been applied correctly as part of a product system, or applicable to the LOOK FLOORS Product Literature.

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- d. The warranted product has been correctly applied in accordance with all relevant LOOK FLOORS Product Literature and specification guidelines.
- e. The product has been protected from service until fully cured, or able to achieve its intended performance as per the LOOK FLOORS Product Literature.

3. THIS WARRANTY EXCLUDES

- a. The following are specifically excluded from coverage under this warranty; Structural failure of the substrate, inadequate subflooring, or improper subfloor preparation;
- b. Damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake, fire, or other types of natural disasters, or,
- c. As a result of unforeseen circumstances; acts of negligence, terrorism, or product misuse or abuse;
- d. Failure to comply with LOOK FLOORS Product Literature, applicable Building Codes and standards and/or regulations, standards, or industry practices at the time of product application or installation;
- e. Variations in colour, shade, or texture, from those shown on samples, product packaging or any other marketing materials; Changes in colour due to exposure to sunlight and aging; subfloor moisture or water damage; normal wear and tear resulting from usage; Efflorescence and shading inherent in all cementitious products; cracking due to structural movement, excessive deflection, or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR), or Near Surface Alkali Reaction (NSAR).

If any of these terms are breached, or if in addition, LOOK FLOORS believes;

- f. It is discovered there is or was a fault in the manner in which the product was stored or applied;
- g. It is discovered there is or was a fault in the design, preparation, application, construction or maintenance of the substrate relevant to the product, or where it has been applied;
- h. The surface to which the product has been applied was not thoroughly and sufficiently prepared in accordance to LOOK FLOORS Product Literature;
- i. There has been an intentional or negligent act done to the warranted product that impacts on the product's performance;
- j. LOOK FLOORS does not warrant nor shall it be liable for any other loss, either consequential, or damage resulting from incorrect product application, or for any failure resulting from poor workmanship by the Applicator, Installer, or for lack of maintenance or inappropriate in-service use of the product during its in-service life.
- k. This constitutes the warranty for the products purchased to the extent permitted by law; all other warranties, whether express or implied, but not limited to the implied warranties of merchantability and fitness for a particular purpose do not apply.
- l. Any implied warranties arising by operation of law are limited in duration to the term of this warranty.
- m. LOOK FLOORS will not pay or be liable under this warranty in any circumstances for incidental, consequential, special or exemplary damages, lost profits, or business interruption loss.
- n. No implied warranty can be modified by any course of dealing, course of performance or usage of trade.

4. LEGAL RIGHTS

- a. This constitutes the warranty for the products purchased to the extent permitted by law; all other warranties, whether express or implied, but not limited to the implied warranties of merchantability and fitness for a particular purpose do not apply.
- b. Any implied warranties arising by operation of law are limited in duration to the term of this warranty.
- c. LOOK FLOORS will not pay or be liable under this warranty in any circumstances for incidental, consequential, special or exemplary damages, lost profits, or business interruption loss.
- d. No implied warranty can be modified by any course of dealing, course of performance or usage of trade.
- e. LOOK FLOORS assume no responsibility or liability to any other person or entity.
- f. No representation, promise, affirmation or statement by any LOOK FLOORS Employee, or agent of LOOK FLOORS will be enforceable against LOOK FLOORS unless it is specifically included in the warranty.
- g. This warranty is subject to the Laws of New Zealand.
- h. The entire agreement is to be read in conjunction with LOOK FLOORS terms and conditions of sale and where relevant, the terms contained in the LOOK FLOORS Terms of Trade applicable at the issue date of this warranty. All such documents constitute the entire agreement between the parties and supersede any other prior agreement, arrangement, representation, negotiation or inducement

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5. PROCESSING A PRODUCT PERFORMANCE ALLEGATION

- a. If the warranted product does not comply with the terms of this warranty, LOOK FLOORS shall replace or repair the warranted product at its cost to the fullest extent permitted by law.
- b. The asset owner or applicator / installer of the product must notify LOOK FLOORS in writing or via email of any alleged product defect within fourteen (14) days of the date of discovery of the alleged defect; If this is not done, the request may be declined.
- c. A copy of the product warranty as executed herewith, and product purchase receipt must be provided at the time of notification.
- d. LOOK FLOORS receive approval from the asset owner, without any obligation, to; physically inspect, perform testing, and obtain samples at the site where the product performance allegation has occurred, and to,
- e. engage a third party for services required by LOOK FLOORS to determine the validity of the product performance allegation.
- f. In order to perform (or have performed) the services described in Point 4(d) & 4(e), the asset owner of the site consents to access for such services and agrees to pay for those services and all related costs to LOOK FLOORS if the product performance allegation is found to be invalid under this warranty.
- g. A claim must be received and evaluated by LOOK FLOORS before any repairs are performed; otherwise, this warranty will be null and void.
- h. The maximum recovery entitled under this product performance warranty is either repairs to the product, product replacement, or the value of the product required to replace the defective product.
- i. For this warranty, After the first five (5) years LOOK FLOORS's liability will reduce annually at a linear proportionate basis of 10% per year over the remaining term of the Warranty. For example, for a claim made within a fifteen (15) year Warranty term, the first five (5) years of the Warranty LOOK FLOORS will meet the full product cost, whereas for a claim in year six (6), LOOK FLOORS will provide 90% of the product cost.

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Warranty Period

Our Warranty Period will apply with respect to products supplied by LOOK FLOORS New Zealand and before the expiry of **ten** years after the date of your purchase of LOOK FLOORS New Zealand product.

No validation or certification will be provided if the product has not been used as part of a complete system of LOOK FLOORS products as recommended on our website.

How to make a claim

Any claim under our Warranty must be notified to us in writing within 7 days after the discovery of the alleged manufacturing defect, at:

Flooring Wholesale LTD

Technical Services Department

9 INDUSTRY ROAD, Penrose, AUCKLAND

Email: info@lookfloors.co.nz

and must include proof of purchase including date of purchase, date and site of installation and a description of the alleged defect. You must also promptly provide us with such further information as we may reasonably request from time to time with respect to your claim. You will bear any costs that you incur in making a claim under our Warranty. If you make a claim and we determine that the alleged defect is covered by our Warranty, we will bear the cost of any inspections, testing and other work that we carry out or have performed with respect to your claim. By making a claim, you agree that if we reasonably determine that the alleged defect is not covered by our Warranty, you must immediately upon demand reimburse us for all of our reasonable documented expenses incurred with respect to your claim, including without limitation the cost of any inspections, testing and other work that we carry out or have performed with respect to or as a result of your claim.

Your exclusive remedy

Subject to the terms and conditions contained in this document, our Warranty solely covers repair or replacement (at our election) of that portion of our product proven to be defective due to a manufacturing defect. This includes reasonable labour expenses to repair or replace the product (not to exceed your original cost of installation). If replacement product is not available, we may provide a product of a similar grade. An exact colour or pattern match may not be available. Replacement or repair of a product does not re-start the applicable warranty period. Subject to our Warranty and any liability we may have which cannot be excluded by law, we do not otherwise accept any liability for any direct loss, indirect loss, consequential loss

without limitation loss of profits or losses flowing from delays or interruption to business) or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our product.

General

This document contains your entire agreement with us in relation to its subject matter. All prior representations (except fraudulent misrepresentations) and agreements are excluded to the extent permitted by law.

This agreement is governed by and construed in accordance with the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of that State with respect to any dispute arising with respect to our Warranty.

Our Warranty may only be varied or extended in writing. Any variations must be approved in writing by our Technical Services Department in order to become binding on us.

Our Warranty cannot be assigned or transferred by you.

If any term of our Warranty is illegal or unenforceable in any jurisdiction, the legality or enforceability of the remaining terms will not be affected or impaired.