# Warranty Terms & Conditions for: Pergo® Modern Plank Laminate Flooring



## Residential Wear Warranty

All Pergo Modern Plank Laminate Flooring is sold with a 25 Year Residential Wear Warranty, effective from the date of purchase.

# What the Residential Wear Warranty Covers

This warranty covers wear through of the surface of the floor (show through of the HDF core) in any single area greater than 1cm² within 25 years. Pergo Laminate Flooring Installation Instructions must be followed closely when installing your Pergo Floor and Pergo Laminate Flooring Care & Maintenance Guidelines should be followed at all times after your flooring is installed. Installation instructions and Care & Maintenance Guidelines can be obtained by contacting your Pergo Retailer (place of purchase) at any time.

## Waterproof Surface Warranty

All Pergo Modern Plank Laminate Flooring is sold with a 10 Year Waterproof Surface Warranty from the date of purchase.

# What the Waterproof Surface Warranty Covers

This warranty covers damage to the surface of your Pergo laminate flooring caused by water. The only exclusions to this warranty occur in the event of appliance failure or full flood / deluge of the floor. Again, both Pergo Installation Instructions and Care & Maintenance Guidelines must be followed.

#### What these warranties do not cover

- Water damage to the floor as a direct result of flood / deluge or appliance failure, or improper installation or maintenance.
- Scratches, chips or indentations to the surface of the floor or any other damage caused by mechanical means, misuse or abuse. Damage, intentional or accidental, caused by stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc are also excluded, as are surface marks and permanent stains.
- Wear that may be associated with improper installation or improper maintenance.
- Labour charges are not covered for any installation that has not been professionally installed by a suitably qualified
  floor installer in the first instance. This includes DIY installations. In the instance of professionally installed floors,
  reasonable labour charges to repair or replace flooring, at the sole discretion of an authorized Pergo agent, are
  covered under warranty.
- Any costs associated with any rectification work required other than the supply of new flooring and scotia beading if
  necessary should a warranty claim be acknowledged. Re-painting, removal of fixtures or furniture, accommodation
  and any other similar cost is specifically excluded from this warranty.
- Of course, boards that are visibly faulty or could have reasonably been deemed visually or structurally inappropriate
  prior to installation should not be installed and are therefore also not covered by this or, to the extent allowed by law,
  any other warranty.

#### Who is covered?

The original purchaser is covered. In the case that a builder or developer purchases the flooring, the occupant of the residential home 12 months after purchase of the flooring will be entitled to cover under this warranty, effective from the date of the initial purchase.

#### How to evoke a claim?

To evoke a claim under this warranty, communication with the retailer that the flooring was purchased from must be made within 30 days of noticing the problem. Proof of purchase will most often be required when contact with the retailer is made. The retailer will then contact the authorized Pergo Distributor to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only duly authorised representatives of the manufacturer / distributor can authorise a claim. If a claim is authorised, remedies will be tailored to suit individual circumstances. Remedies can vary depending on the condition of the floor and warrantable area from full floor replacement to the repair of individual boards. The remedy on each claim will be at the sole discretion of the Pergo agent. Should board replacement be necessary, new boards from the current batch will be supplied to replace or repair boards. This warranty is in addition to, and has no impact on, statutory rights of any purchaser. Claims must be lodged by contacting the retailer from where the flooring was purchased within 30 days of the problem being noticed.

#### New Zealand Consumer Guarantees Act

The warranties listed in this document are in addition to any rights you have under the Consumer Guarantees Act 1993. Nothing contained in these warranties exclude, restrict, modify or affect the application of and condition, guarantee, right or remedy provided by New Zealand Consumer Laws.

#### Australian Consumer Law

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

## **Acceptable Quality**

Pergo Laminate Flooring is fit for use in internal environments / installations and should not be used externally. Furthermore, Pergo Laminate Flooring should not be directly glued /adhered or pinned to a subfloor and must be installed as a floating floor. Pergo Laminate Flooring should be installed in a "laminate flooring friendly environment" in which the area is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity. Careful attention should be paid to relevant installation instructions and care and maintenance guidelines as failure to adhere to recommendations may result in flooring failure.

# Major Failure

Pergo Laminate Flooring is resistant to chips, scratches, stains and wear but not "proof" in any respect (i.e. scratch proof) and reasonable care should be taken to avoid scratching chips & damage from occurring. In addition, some gloss variation between boards installed may occur. Pergo is made using High Density Fibreboard in the core of the product and that this wood based material can be susceptible to seasonal movement, creating small gaps between the joins of each board. Note that small gaps, gloss variation, scratches and chips are NOT considered as major failure. They are considered part of purchasing a laminate floor. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

As these warranties for Pergo Laminate Flooring deal only with the manufactured goods, installation warranties should be sought from the installation company or individual completing the installation.