

Structural Warranty – Timber Flooring & Wall Panelling

APPLIES TO ALL FORTÉ TIMBER FLOORING & WALL PANELLING RANGES

25 YEAR RESIDENTIAL WARRANTY

Innovate Group Limited (“Forté”) warrants that for a period of 25 years from the date of purchase of the product, it will be free from structural manufacturing defects when installed indoors at a residential premises and used under normal residential conditions¹.

¹*Normal residential conditions* mean those daily activities commonly associated with residential use, as well as care & maintenance according to specific instructions for this product. Covers foot traffic, fixed furniture, and light non-fixed furniture. Excludes applications where heavy non-fixed furniture and/or heavy or sharp machinery and equipment are used.

5 YEAR COMMERCIAL WARRANTY

Innovate Group Limited (“Forté”) warrants that for a period of 5 years from the date of purchase of the product, it will be free from structural manufacturing defects when installed in an indoor commercial space and used under normal commercial conditions².

²*Normal commercial conditions* mean those daily activities commonly associated with commercial use, as well as care & maintenance according to specific instructions for this product. Covers foot traffic, fixed furniture, and light non-fixed furniture. Excludes applications where heavy non-fixed furniture and/or heavy or sharp machinery and equipment are used.

WHAT ARE STRUCTURAL MANUFACTURING DEFECTS?

Structural manufacturing defects include:

- The warping or twisting of individual planks. Warping or twisting refers to a board independently distorting when compared to adjacent boards.
- The separation of the top layer (lamella) from the bottom layer due to a glue bond failure (commonly known as delamination). This only applies to products of an engineered construction.

WHO IS COVERED?

All warranties (including any implied warranties) are non-transferable and are provided to the original purchaser of the product, or if the original purchaser is a builder or developer, to the owner of the residential home within 12 months of the original purchase of the product. The claimant must provide proof of purchase when submitting a claim. This warranty is only valid for product that has been paid for in full.

WHAT IS NOT COVERED?

- This warranty does not cover damage to the product caused by improper installation or failure to follow the relevant current Forté installation guide as of the time of installation. Installation warranties should be sought from the installation company or individual completing the installation.
- This warranty does not cover damage to the product caused by the application of improper cleaning agents and/or failing to carry out proper routine maintenance in accordance with the recommendations described in the

relevant Care & Maintenance guides for the product.

- This warranty does not cover damage to the product caused by exposure of the surface temperature of the floor to extreme cold (under 5°C) or extreme heat (over 45°C), excessive direct sunlight, or humidity outside the range of 25%-85% in the environment. The product should be installed in an area protected from direct sunlight and where heating and cooling systems are in place and used to control the internal temperature and humidity. Refer to the Forté Care & Maintenance guide for more information.
- When underfloor heating is installed, this warranty does not cover damage to the product when the maximum surface temperature of the flooring exceeds 27°C.
- This warranty does not cover damage to the product caused by installation over an underfloor heating system which is not recommended for use with Timber Flooring by Forté and/or the Underfloor heating system supplier.
- This warranty does not cover damage to the product caused by excessive exposure to moisture (either from above or beneath). This includes but is not limited to; flooding, moisture ingress (from any source but generally caused by inadequate subfloor preparation), cleaning that is too wet, and the use of steam mops.
- Things ordinarily covered by homeowner insurance policies, such as accidents, chemical spills, burning, flooding, persistent moisture, or smoke.
- Failure due to structural changes in the subfloor, settling of the building, or an uneven subfloor that has not been adequately levelled (+/- 2mm over 1m).

WHAT IS CONSIDERED ACCEPTABLE QUALITY?

- Timber, being a natural product, will vary in grain pattern and colour from plank to plank and this is to be expected and is considered acceptable quality.
- Timber can and most likely will experience some degree of colour change when exposed to UV light. This is to be expected and is considered acceptable quality.
- Timber can shrink or expand in response to climate conditions such as extreme temperatures and/or humidity. Although the engineered construction of this product is designed to minimize this, it cannot be ruled out completely. This is to be expected and is considered acceptable quality.

MAJOR FAILURE

As timber is a natural product and responds to the environment it is in, small splits in the surface of the floor can occur within the first 12-24 months after installation. This is known as surface checking and should be considered normal. In addition, small surface blemishes in the coating or gaps that appear between boards because of seasonal or environmental changes can also be expected. The coating used to pre-finish Forté Timber is not scratch or chip "proof" and reasonable care should be taken to prevent these from happening. In addition, some gloss variation between boards installed may occur.

Note that gloss variation, surface checking, scratches, chips, gaps, or small blemishes are not considered as major failure and are considered part of purchasing a natural timber floor. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

NEW ZEALAND CONSUMER GUARANTEES ACT

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.

MAKING A CLAIM

If you believe your floor is failing to perform in accordance with this warranty or as required by New Zealand Consumer Law, please submit a Warranty Request under the Customer Service section of the Website ([here](#)).

The request will be assessed by Forté, and you will be contacted about the result and/or more information (including arranging a site visit if required).

In the event that a claim is authorized, a remedy will be issued in writing by Forté. Remedies will be tailored to suit individual circumstances. Remedies can vary depending on the age and 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 Forté. Should board replacement be necessary, new boards from the current batch (if available) will be supplied to replace or repair existing boards. This warranty is in addition to, and has no impact on, statutory rights of any purchaser.

If your product was installed by a professional contractor recommended by Forté, Forté will also pay for the professional labour cost to uplift and reinstall the replacement planks.

Forté will not pay for your time associated with making the claim, the cost of cleaning, repainting, expert advice, obtaining quotations, accommodation, moving or replacing furniture, cabinetry, equipment or fittings or the disposal of flooring or packaging (subject to any additional remedies you may have under the New Zealand Consumer Law). Any replacement product/planks are warranted hereunder only for the remaining time of the original warranty and are not guaranteed to match in colour, grain and gloss with the original product.