



Hybrid Warranties

Riverhill Floors Pty Ltd ABN: 89 650 137 750 (**Riverhill**) offers the customer who purchased the product and who is named in the relevant invoice (**Customer**) the following warranties in respect of its Elegant Hybrid Flooring product (**Product**):

- (a) a lifetime structural warranty (for the lifetime of the floor) (**Lifetime Structural Warranty**); and
- (b) a product warranty of 25 years for residential use (**Product Warranty**),

collectively, 'Warranties', on the terms set out in this document.

Product Warranty

Riverhill warrants to the Customer that all Products will be free from defects in material and workmanship for 25 years for residential use from the date of purchase in accordance with the terms set out in this document.

Lifetime Structural Warranty

Riverhill warrants to the Customer that the Product (when used in residential application only) will be free from structural defects including warping and twisting of individual board deforming independently (rather than neighbouring boards), cracking, delamination, or separation of the core material, caused by manufacturing defects or faults under normal residential use for the lifetime of the floor on the terms set out in this document.

IMPORTANT INFORMATION - AUSTRALIAN CONSUMER LAW

The benefits of both Warranties are in addition to, and do not affect, any other rights and remedies you have under law in relation to the products to which the Warranties relate, including under the 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1. GENERAL INFORMATION APPLICABLE TO WARRANTIES

- (a) When does the Customer need to tell Riverhill about problems the Customer notices?

The Customer must notify Riverhill as soon as possible of first becoming aware of a problem with the Product covered by the Warranties.

- (b) Are there any warranty exclusions?

Yes. The Warranties do **not** cover:

- Products without proof of purchase
- Products not purchased from an authorised retailer
- Normal wear and tear
- Issues such as doming, cupping, or peaking, which are typically caused by external factors such as excessive moisture, improper installation, or environmental conditions

- In respect of the Lifetime Structural Warranty, usage other than normal personal, domestic or household use
- Any Product limitation, feature or quality that has been disclosed in any literature published by Riverhill
- Products that have been exposed to water or spills for long periods of time
- Products that have been installed that are subject to potential water immersion, including but not limited to bathrooms or areas with floor drains
- Flooring or underlay with visible or audible defects at the time of installation
- Failure to follow Riverhill Floors' Installation & Maintenance Guideline, including proper moisture protection
- Missing or improper installation of trims and expansion gaps pursuant to the Riverhill Floors' Installation & Maintenance Guideline
- Installation over uneven or unlevel subfloors
- Squeaks or creaks caused by uneven subfloors or natural expansion and contraction
- Installation in spaces left unoccupied for extended periods without maintained environmental conditions
- Scratches, surface marks, or stains associated with improper installation or maintenance or misuse of the flooring
- Damage or colour changes caused by heat, moisture, sunlight, or ultraviolet light exposure
- Use of steam mops
- Damage, whether intentional or accidental, caused by pets, water misuse & abuse, stiletto heels, dragged objects, heavy furniture, sand, stones, caster wheels, dropped items, etc
- Exposure to harsh chemicals, acids (including urine), adhesives, or rubber materials
- Variations in colour due to natural aging or differences between production batches
- Damage caused by structural movement, changes in the subfloor, or settling of the building
- Unauthorised repairs or modifications to the original Product or alterations to the original coating or Product specifications
- Damage caused by other trades working on site
- Damage resulting from unusual man-made or natural disasters, including plumbing failures, leaks, fire, floods, rising water, earthquakes, or standing water
- Unless approved beforehand, Riverhill is not responsible for damage or costs to trims, edging, or fixtures caused by repairs
- No claims under this warranty for loss or damage caused by third parties, including the completion of other trades, will be accepted

Boards that are visibly defective or damaged before installation should not be installed.

For the avoidance of doubt, the Warranties do not cover any consequential, incidental, direct or indirect loss, expense or damage suffered by you or any third party arising from or in relation to the use, installation, performance or failure of any of the Products covered by the Warranties.

(c) Are there any maintenance, servicing and repair obligations that Customers have?

Yes. A Customer must use and maintain the Product in accordance with any manual, technical specifications, service guidelines and any other information that Riverhill supplies the Customer, including Riverhill's Installation & Maintenance Guideline.

If the Product develops a defect, the Customer must not attempt to repair it. Doing so may cause damage which is not covered by this warranty (see paragraph 3(b) above). Only service agents authorised by Riverhill should perform service or repairs on the Product.

2. Claims Procedure

(a) How does the Customer make a warranty claim?

- The Customer must give Riverhill written notice of a warranty claim within 30 days after discovering any defect covered by this warranty (**Claim Notification**).
- On receipt of a Claim Notification, Riverhill will provide the Customer with a Claim Form to populate.
- The Customer must complete the Claim Form and provide proof of purchase date, original invoice, evidence that the Customer is the original purchaser, proof that the floor remains installed at the original site and supporting photos.
- All warranty claims must be directed to the Riverhill Customer Service Team as follows:

Mail: Riverhill Floors Pty Ltd

Address: 29 Commerce Circuit, Yatala QLD 4207

Phone: 07 3133 0801

Email: infor@riverhillfloors.com.au

(b) What will Riverhill do when it receives a claim?

- Within 30 days after receiving a populated Claim Form, Riverhill will liaise with the Customer to discuss whether the defect may be covered by a Product Warranty or Lifetime Structural Warranty (as applicable).
- Riverhill Floors must be given the opportunity to send a representative to inspect and assess the Product before any warranty repairs are carried out.
- If an independent expert opinion is required by either party, Riverhill will engage with the Australasian Timber Flooring Association (ATFA) in which case, additional time may be needed to assess whether the Product is covered by a Product Warranty or Lifetime Structural Warranty (as applicable). If ATFA determines that Riverhill:
 - is not responsible for the Warranty claim, the cost of the expert assessment will be borne by the Customer; or
 - is responsible for the Warranty claim, the cost of the expert assessment will be borne by Riverhill.

(c) How will Riverhill handle an approved warranty claim?

- If the warranty claim is approved:
 - Riverhill may, at its election, provide a repair, replacement, or refund of the relevant Product in accordance with the Warranties.
 - Riverhill, will remove (as applicable) and collect the defective Product, at its cost.
- All Products replaced under these Warranties shall become the property of Riverhill.

- If your Product has been discontinued, Riverhill may offer (at its option) a replacement with a similar Product.
- If Riverhill replaces a Product (or part of it), under the Product Warranty, the original Warranty period being either 25 years or 3 years (as applicable) will remain and will not restart with any replacement item, regardless of the time remaining under the original Warranty period.

Riverhill Claims Handling Policy

If the Product is proven defective before installation, Riverhill Floors may, at its discretion, take one or more of the following actions:

- Supply a replacement product from the current range;
- Provide parts to repair or replace the defective Product and arrange for an authorised repairer to repair the defective Product; or
- Refund the purchase price to the Customer.

If the Product is proven defective after installation, Riverhill Floors may, at its discretion, take one or more of the following actions:

- Supply a replacement product from the current range;
- Provide parts to repair or replace the defective Product and arrange for an authorised repairer to repair the defective Product;
- Refund the purchase price; or
- Pay for all reasonable installation costs.

No authorised retailer has authority to vary the terms of the Warranties.

The Warranties are provided by:

Riverhill Floors Pty Ltd
ABN: 89650137750
29 Commerce Circuit, Yatala QLD 4207
Phone:07 3133 0801