

FLOOR DEPOT GROUP OF COMPANIES

CHAMWOOD DECKING PRODUCT WARRANTY

Dear Valued Customer:

We appreciate your business and would like to take this opportunity to tell you what you need to know to ensure your purchase provides you with years of satisfaction. To help us serve you better, we require that you online register your product within 60 days from date of purchase.

The Warranties described below are given to the FIRST PURCHASER/ OWNER only and subject to the procedures, limitation, disclaimers and exclusions set forth herein.

FLOOR DEPOT PRODUCT WARRANTY TERMS

FLOOR DEPOT provides following Product & Service Warranties terms:

- If a claim under FLOOR DEPOT Product Warranty is accepted, FLOOR DEPOT will spot repair or replace at its option, the affected flooring material. This warranty covers spot repair and replacement of affected materials only.
- FLOOR DEPOT will spot replace the floorboard(s) in the original decor or species if available and of equal or greater value if the original is not available.
- Replaced floorboards are warranted for remainder of the original warranty period. The above remedy is the customer's sole and exclusive remedy for claims under warranty.
- FLOOR DEPOT does not authorize any person to create for it any other obligation or liability in connection with this product.
- This warranty is not transferable. It extends to the original and first end-customer.
- Any warranty claim must be made in writing within 30 days after it has been detected. To make a claim, contact FLOOR DEPOT at 1800-88-7585.
- Proof of purchase is required when requesting warranty service. You must present or send to FLOOR DEPOT's Authorized Personnel your sales receipt or other documents that establish proof and date of purchase.
- Any controversy arising out of or relating to this warranty shall be governed by and in accordance with the substantive Law of Malaysia.
- FLOOR DEPOT SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE BREACH OF THE WARRANTY OR ANY IMPLIED WARRANTY (INCLUDING MERCHANTABILITY).
- THIS WARRANTY CONSTITUTES THE ENTIRE AGREEMENT SHALL BE VALID UNLESS IN WRITING AND SIGNED BY FLOOR DEPOT'S AUTHORIZED PERSONNEL.

FLOOR DEPOT'S TYPES OF PRODUCT WARRANTY CONDITIONS:

FLOOR DEPOT provides following product warranty conditions

FLOOR DEPOT warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, CHAMWOOD DECKING (CD) shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. The term of such warranty shall be 15 years from the date of original purchase for a residential area, and 5 years from the date of original purchase for a commercial area

- # 15 years for a residential application of CD
- # 10 years for a commercial application of CD

Residential/Commercial Application: For purposes of this warranty, a "residential application" shall refer to an installation of the CD on an individual residence, and a "commercial application" shall refer to any installation of the CD other than on an individual residence.

THIS WARRANTY SHALL NOT COVER AND FLOOR DEPOT SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE CD OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND DELIVERY.

Fade Resistance: The CD shall not fade in color from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units. The CD is designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements. The CD is designed to resist fading, and will not in any event fade by more than 5 Delta E (CIE) units.

Stain Resistance: The CD shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the CD with soap and water or mild household cleaners after no more than one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew. Notwithstanding the foregoing, FLOOR DEPOT does not warrant that the CD is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mold and mildew can settle and grow on any outdoor surface, including CD. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

EXCLUSIONS FROM WARRANTY COVERAGE:

- **Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 135 °C) may cause fading and may damage the surface of the CD, and any effects of such exposure are expressly excluded from coverage under this warranty.
- **Surface Damage:** Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of the CD. If the surface of the CD is damaged or punctured, this warranty will be voided.
- **Paint or Other Materials Applied:** If paint or other coating materials are applied to the CD, this warranty will be voided.

FLOOR DEPOT does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

1. improper installation of CD and/or failure to abide by CD's installation guidelines, including but not limited to improper gapping;
2. use of CD beyond normal use and service conditions, or in an application not recommended by CD's guidelines and local building codes;
3. movement, distortion, collapse or settling of the ground or the supporting structure on which CD are installed;
4. any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains);
5. variations or changes in color of CD;
6. improper handling, storage, abuse or neglect of CD by Purchaser.
7. ordinary wear and tear.

UNDER NO CIRCUMSTANCES WILL FLOOR DEPOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FLOOR DEPOT'S LIABILITY WITH RESPECT TO DEFECTIVE CD SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH CD OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Liability can be claimed when,

- The defect could not be noticed prior to installation of the floorboard.
- The defect is reported to FLOOR DEPOT in written form within 30 days after it has been noticed.
- The written complaint has to be accompanied by order confirmation from FLOOR DEPOT for the product in question.
- FLOOR DEPOT is allowed to check the said-to-be-defective floorboard on site.

Within the scope of this warranty, FLOOR DEPOT has the sole discretion of

- To spot repair the defective floorboard at no charge, or
- To deliver to the original point of sales any replacement material up to the current value* of the defective floorboard.
- If the identical decor or species is not available, a suitable replacement will be delivered at FLOOR DEPOT sole discretion.
- This warranty covers a replacement of the affected material only; it does not cover associated labor costs or any other related extra costs.

* The current value is the original price, minus 10% for every 6 months period elapsed since the purchase of the floorboard.

* Any warranty claims accepted do not prolong the total warranty period counted from the date of the purchase.

This Warranty supersedes all previous Warranties

Purchase Name _____ Invoice No _____
IC No _____ Contact No _____
Address _____

I hereby attest that I have read and understand the terms & conditions set out in this Agreement and agree to be bound by these terms and conditions.

(Signature)

(Date)