PRODUCT WARRANTY

Product Description: MOS (Magnesium Oxysulphate) floor boards sold as "FloorSure" ("**Product**")

Warranty Provider: Ecobuild Solutions (Operations) Pty Ltd; ABN: 53 143 492 308 ("**EBS**")

Applicability of Warranty:
The Product described above when stored, handled, installed, finished and maintained in accordance with the FloorSure Installation Guide and FloorSure Design and Load Tables current as at the time of purchase.

Risks Covered:
Subject to the conditions and exclusions set out in this warranty document, EBS' Product will remain free from any defects in manufacture and materials and shall not materially degrade, or break down during the Term of this warranty ("EBS Warranty").

Term of Warranty:
10 years from date of sale by EBS (or its authorised distributor/s) to the customer. The date of sale is represented by the date on the tax invoice of EBS (or its authorised distributor/s).

Conditions:
This EBS Warranty will only apply where:

a. A claim is made within the Term of Warranty;
b. The Product was sold by EBS or its authorised distributor/s and has been paid in full;
c. The Product is stored, handled, installed, finished and maintained in accordance with the relevant FloorSure Installation Guide and FloorSure Design and Load Tables current at the time of purchase;
d. No external forces or causes have degraded the workmanship and/or materials of EBS' Product other than those forces or causes which the Building Code of Australia and/or the relevant Australian Standards regard EBS' Product as having been designed to withstand under normal conditions; and
e. EBS is given a reasonable opportunity to inspect in-situ and to test samples of any alleged faulty Product prior to its removal, repair or replacement.

Exclusions:
EBS' Product is subject to natural variation in colour and finish due to the manufacturing process and the raw materials used in its manufacture. The builder/installer must ensure EBS' Product meets aesthetic requirements before installation (including variations when compared to sample materials, displays or printed illustrations, scratch marks and other reasonably visible surface imperfections).
The appearance and functionality of EBS' Product will also depend on a number of factors which are beyond the control of EBS. Design and installation of systems using the Product should always be carried out by experienced designers/builders in accordance with the Building Code of Australia and any other relevant industry standards.

To the extent that the law allows, EBS shall not be liable for:

a. Where the Product has not been stored, handled, installed, finished and/or maintained in accordance with the FloorSure Installation Guide and/or FloorSure Design and Load Tables current as at the time of purchase; or
b. Damage to Product arising from external causes outside of EBS' control including but not limited to claims, defects or damages arising from or in any way attributable to handling of Product in transit and on-site, poor design or detailing, poor workmanship, movement of materials to which the Product is attached and/or, incorrect design of the structure settlement or structural movement, high levels of pollution, acts of God including, but not limited to, floods, cyclones, earthquakes or other severe weather or unusual climatic conditions, performance of third party paint/coatings applied to the Product, or normal wear and tear; or
c. Deterioration of any part of an EBS Product caused by work carried out on EBS' Product after installation, including any re-use of the Product after its initial installation; or
d. Any faults to the extent that they are caused or contributed to by any third-party design or under-engineering of the building or structure to which the EBS Product is attached (including but not limited to the design of the frame or foundations to which the EBS Product is incorporated or affixed); or

e. Faults related to the finishing, painting and/or rendering of the Product such as:
    i. Lack of adhesion, peeling, cracking or general deterioration of any covering of the Product; or
    ii. Joint cracking or joint deformation

Remedies:
Subject to any rights or remedies of consumers that cannot be limited, EBS' liability under this EBS Warranty will be limited, at EBS' option, to:

a. supply a replacement of the defective Product or supply equivalent goods; or
b. repair the defective Product; or
c. payment for the supply of a replacement for the defective Product; or
d. payment for the repair of the defective Product.

Other than as expressly set out in this EBS Warranty, and any warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), EBS excludes all other warranties and guarantees with regard to the Product, including all implied warranties and guarantees. Thus, EBS will have no liability arising out of or in connection with special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of the supply of defective products unless, and then only to the extent that, such a liability is imposed on EBS by law.

Any remedial work carried out or paid for under the provisions of this EBS Warranty will not extend the term of the EBS Warranty.

Consumer Guarantee Provisions:
The following statement is provided where the Product is supplied to a buyer who is a "Consumer" 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 for 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.*

Making a Claim:
If you are the property owner, please contact your Builder / Installer at first instance.
If you are the Builder / Installer or direct purchaser of the Product, please make a claim under this warranty:

a. within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation; and
b. by completing the below FloorSure Warranty Claim Form on pages 3 and 4 and sending it to info@ecobuildsolutions.com.au or the distributor from whom you bought the Product. Note: In order for the claim to be accepted, all details and questions must be completed / answered.

All expenses of claiming the EBS Warranty will be borne by the person making the claim. EBS requires reasonable documentation supporting the claim to be provided when making a claim.

FLOORSURE WARRANTY CLAIM FORM

Note: Unless all details are completed and all questions are answered, we will not be able to follow-up your claim

Name (Installer): _____ Name (Property Owner): _____

Job Site Address: _____ Telephone # of Installer: _____

_____ Email of Installer: _____

Product Description (tick the correct box):
☐ 2700 x 600 x 30mm / ☐ 2400 x 600 x 30mm

No. of Boards (units of Product):
- Purchased: _____
- Relating to this Claim: _____

Merchant Name: _____ Purchase Date/s: _____

_____ _____

Merchant Invoice #: _____ Delivery Date/s: _____

_____ _____

Product Batch # (visible on one short edge of each board): _____

Was the Product installed in accordance with the Installation Guide?

☐ Yes **☐ No** If no, the Product Warranty is invalidated

Installation Date/s: _____ No. of Boards Installed to Date: _____

Product Application/s – Residential or Commercial:
☐ Residential
☐ Commercial

Product Application/s – External or Internal (or Both):
☐ External
☐ Internal

Product Application/s – Building Area – eg: Bathroom, Balcony, Lounge, Mezzanine, etc – Please describe: _____

_____

Was the Product stored indoors or outdoors prior to installation? _____
Explain how/where the product was stored: _____

_____

Are the joists metal or timber? _____ What are the joist centres? _____

_____ _____

Which adhesive was applied to the joists? _____ Was a continuous 6mm bead of adhesive applied to the joists? _____

_____

Which sealant was applied in the grooves? _____ Was a continuous bead of sealant used to fill the grooves? _____

_____

Which fasteners were used to fix the boards to the joists? Were at least 4 fasteners used along each joist for each 600mm wide board? _____

_____

Which waterproofing system was used on the boards? _ Which finish (eg: tiles) was used on the boards? _____

_____ _____

PTO

During the installation phase, were the boards exposed to rain, standing water, construction debris, oils, chemicals or other contaminants? ☐ Yes ☐ No

If Yes, describe the extent and duration of the exposure, what steps were taken to keep the boards reasonably clean and protected, and whether the boards were allowed to drain and fully dry before waterproofing, tiling and/or final finishing: _____

Please include as many images and videos as possible in your submission. In particular, be **sure to include at least the following images** in your submission:

- Whole area image of floor x 2
- Affected area / issue close up x 2
- If possible, image from under the floor
- Image showing joist centres with tape measure

Please describe your issue / claim in detail below: