

FIVE (5) YEAR WARRANTY

Note: You may have rights and remedies under certain statutes in relation to goods supplied by Armstrong World Industries (Australia) Pty Ltd (“Armstrong”). This warranty is in addition to any rights and remedies available to you under statute. Armstrong hereby warrants that Armstrong flooring products sold hereunder excluding installation shall be free from manufacturing defects in material and workmanship for a period of five (5) years from the date of original purchase of products from the flooring contractor/retailer. This warranty extends only to the original owner purchaser and is not transferable. It shall cover only flooring products sold as regulars/first grade and which are used for recommended commercial purposes.

Once a defect is accepted by Armstrong World Industries (Australia) Pty Ltd the following procedure will be effected:

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| Year One (1) | Armstrong will replace/repair defective material and pay a reasonable labour charge. If replaced, Armstrong will replace it with similar quality first grade material. This replaced material will be warranted for a further five (5) years. If repaired, the material is warranted for the time <u>then remaining under</u> the original purchase warranty. |
| Year Two (2) | Armstrong will replace/repair defective material and pay 50% of a reasonable labour charge <u>incurred</u> . |
| Year Three(3)-Five(5) | Armstrong will replace/repair defective material only (excluding labour). |

EXCLUSIONS

Except as otherwise required by law, this warranty shall not apply to :

1. Armstrong material sold as irregulars, seconds or sold without warranty.
2. Materials not installed with Armstrong recommended adhesives or in accordance with Armstrong recommended practices.
3. Materials installed with obvious defects that would reasonably have been identified.
4. Dissatisfaction due to improper maintenance or installation.
5. Floors damaged due to improper usage including burns, cuts, tears, scratches, indentation from stiletto heels, above recommended rolling loads or improperly castored chairs.
6. Difference in colour between samples or photographs and the actual material.
7. Excessive alkali or hydrostatic pressure, unevenness or movement of the subfloor. Structural or general defects in buildings beyond the responsibility of Armstrong giving rise to failure of Armstrong products.

CONSEQUENTIAL OR INCIDENTAL DAMAGES

Except and unless otherwise required by law, Armstrong World Industries (Australia) Pty Ltd. excludes and will not pay consequential or incidental damages under this warranty.

IMPLIED WARRANTIES AND CONDITIONS

The liability of Armstrong World Industries (Australia) Pty Ltd for a breach of warranty or condition that cannot by law be excluded, is limited at Armstrong's option to replacing the goods, or obtaining equivalent goods or having the goods repaired or paying the cost of repairing or replacing the goods.