



ECO RESILIENT FLOOR | ENGINEERED TIMBER | TIMBER | DECKING | LAMINATE FLOOR

Eco Fusion Deck

Limited Warranty

Our Eco Fusion Deck is warranted to the original purchaser (“Purchaser”) that, for the period of time set forth in the following sentence, under normal use and service conditions, EFD products shall be free from material defects in workmanship and materials, and shall not split, have splinter, rot or suffer structural damage from termites.

The term of such warranty shall be fifteen (15) years from the date of original purchase for a residential application and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify The Floor Gallery Pte Ltd (“TFG”) in writing and, upon confirmation by an authorized TFG representative of the defect and approved by the manufacturer, TFG’s sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the Purchase price paid by Purchaser for such defective item (not including the cost of its initial installation)

For purposes of this warranty, a “residential application” shall refer to an installation of the Product on an individual residence, and a “commercial application” shall refer to any installation of the Product other than on an individual residence.

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

With respect to a residential application, this warranty may be transferred one (1) time within the (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the EFD products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the EFD products were originally installed. To make a claim under this limited warranty, Purchaser, or the transferee, shall send to TFG within the warranty period referred to above, a description of the claimed defect and proof of purchase, to TFG.



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TFG 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 EFD products and/or failure to abide by the manufacturer's installation guidelines, including but not limited to improper gapping.
- 2) User of products beyond normal use, or in an application not recommended by the manufacturer's installation guidelines and local building codes.
- 3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.
- 4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substance (such as dirt, grease, oil, etc.).
- 5) Variations or changes in color of Products
- 6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
- 7) Improper handling, storage, abuse or neglect of Products by Purchaser, the transferee or third parties.
- 8) Any fasteners not supplied by manufacturer or TFG
- 9) Ordinary wear and tear;

TFG shall not be bound by any statement or representation as to the quality or performance of TFG products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by TFG and Purchaser.

UNDER NO CIRCUMSTANCES WILL TFG 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 MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.