Eco Fusion Deck

Limited Product Warranty

Our Eco Fusion Deck is warranted to the original purchaser ("Purchaser") to be free from material defects under normal use and service conditions for the period specified in the following sentence, EFD products shall be free from material defects and shall not split, have breakage, cracks, 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 five (5) 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 authorised 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 material is covered under a limited warranty against defects in materials under normal and proper maintenance. The warranty coverage is provided on a pro-rate basis, depending on the type of application, as outlined below:

Residential application

Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Coverage	100%		90%	80%	70%	60%	50%	40%	35%	30%	25%	20%	15%	10%	5%

Commercial applications

Year	**1**	**2**	**3**	**4**	**5**
Coverage	100%	80%	60%	40%	20%

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 both residential and commercial applications, this warranty is not transferable from the Purchaser to any subsequent buyer of the property on which the EFD products were originally installed. To make a claim under this limited warranty, the Purchaser must submit to TFG within the warranty period described above, a description of the claimed defect along with proof of purchase.

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) Use of the products beyond normal conditions or in an application not recommended by the manufacturer's installation guidelines or 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 colour of Products
6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured 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. THE MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR A REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

In the event that a product covered under this warranty requires replacement and the original design or model is no longer available, The Floor Gallery Pte Ltd reserves the right, at its sole discretion, to substitute the product with a design or model of equal or comparable value. Such replacement shall fulfill The Floor Gallery's obligations under this warranty, and no additional compensation or exchange will be provided.