

## Terms and Conditions

Please make sure you read our full terms and conditions. By accepting any quotes or works by Queensland Flooring Centre, you are agreeing to the terms and conditions outlined below.

### **Products selected and their risks**

#### **Vinyl Planks:**

Flexible products such as vinyl planks, will follow every variation or imperfection in a subfloor, you may see the imperfections through the surface of the product in the form of bumps or waves. Even with the best effort to level your subfloor, we cannot guarantee that you will not see slight imperfections. This is a characteristic of vinyl planks. If you have selected vinyl planks for your flooring, you accept this risk.

Vinyl planks are a glue-down or direct stick product, not a floating product. Vinyl Planks do not have a click joining system. With temperature fluctuations, vinyl planks are known to expand and contract, which may leave minor gaps between each individual plank. This is a characteristic of vinyl planking and you accept this risk.

#### **Hybrid, timber, laminate planks:**

Hybrid, timber and laminate planks are mostly a floating floor product only. This means that we need to allow the correct amount of expansion around the edges of your entire job. This will be disguised by skirting, scotia, or trims. If a Queensland Flooring Centre salesperson or contractor of Queensland Flooring Centre suggests putting expansion joints where required and you decide not to follow our advice, we cannot offer any warranty on the installation.

Floating floors are not glued to the subfloor. Any variations in height in your subfloor may cause the floating floor to have slight vertical movements, squeaking, creaking, or clicking. While every effort will be made to reduce the risks of this, this is a characteristic of floating floors and is not a mistake or error by Queensland Flooring Centre or our contractors.

Engineered Timber is a natural product which has natural variation from plank to plank. Showroom samples are only indicative of colour and texture, but it is important to be flexible from the sample to the actual order received. Timber will also have characteristics which could include Sapwood, black streaking, medullar rays which can vary in sizes and definition. These characters in the timber are not manufacturing defects and are to be expected.

#### **Carpet:**

Carpet warranties are held by the manufacturer. Please refer to the manufacturer's warranty conditions prior to ordering your chosen carpet from Queensland Flooring Centre. If you wish to receive a copy of the warranty, we can provide a copy or you can visit the manufacturers website.

Carpet shading or permanent pile reversal is where the carpet can change pile direction, showing a “water mark” like effect. This is not a manufacturing issue and is not covered by warranty.

All carpets can show visible track markings or footprint markings. Tracking in carpet is prominent in cut pile carpets, can still be visible even in loop pile carpets. This is a standard characteristic of carpet, and it does not reflect the overall quality of the carpet, nor is it a manufacturing fault. Permanent furniture prints or indentations on carpet is also common and not a manufacturer's fault. Moving furniture around often can help reduce these effects but cannot be avoided.

### **Quotes**

Queensland Flooring Centre reserve the right to withdraw a quote at any time if:

- We conclude the works quoted is risky and can cause future problems.
- We have reasonable concern that you cannot commit to the agreed costs of the works.
- Product or contractors are unavailable within your expected timeframe.

Queensland Flooring Centre is not liable for any loss or damages due to withdrawing a quote and will refund any payments or deposits paid, less any costs incurred to return products ordered from suppliers and contractors charges, if any.

It is your responsibility to read carefully through your quote. If the product in the quote is not what you selected or the areas to be installed are not listed correctly, please let us know as soon as possible. Any expenses incurred due to missed areas not stated in the quote, or the wrong product selection are not the responsibility of Queensland Flooring Centre.

Product specifications and details are all provided by the manufacturers or suppliers. It is the customer's responsibility to read and understand all specifications of the product or services offered by Queensland Flooring Centre prior to accepting a quote. All Suppliers' brochures or product specification sheets can be found on the suppliers' websites or can be provided by a sales representative on request. Queensland Flooring Centre takes no responsibility for a customer's misunderstanding of a product's specifications and the information is easily accessible.

We are not reliable for any works to be done which is not stated in the accepted quote. Please advise us prior to accepting a quote if there is any works missing which is not specifically written into the quote.

### **Supply-only orders:**

“Supply-only orders” are orders which you are sourcing your own contractor or installer to complete the works.

We recommend the installer you choose is of high skill level and experienced. It is important to read and abide by the installation guides for any product purchased from Queensland Flooring Centre prior to installation. Installation guides can often be

found on the suppliers' websites or alternatively a Queensland Flooring Centre employee can provide a copy specific to the product which you purchased. At the best of our abilities, we endeavour to provide accurate and correct installation advice, however our advice does not over-rule manufacturers guidelines.

We do not take responsibility for the quantities purchased for a supply-only order. If a Queensland Flooring Centre representative conducted a site measure and gave a recommendation for quantities, this is a recommendation only and we do not accept the responsibility of a short or over order.

Any supply-only order is to be collected from Queensland Flooring Centre warehouse in Caloundra 30 days after purchase, otherwise penalties may be charged of up to 5% of the value of the order each month past collection date. If an order does not specify delivery included, then delivery may be occur additional charges.

### **Orders Including Installation by Queensland Flooring Centre: Furniture**

Unless otherwise states, furniture is not the responsibility of the installer or Queensland Flooring Centre. If furniture moving is included in the works and stated on the quote, please ensure that any movable cabinets, bedside tables, or wardrobes are emptied to allow for a reasonable weight for moving. Desks and display cabinets also need to be emptied, and linen on beds are to be removed. Queensland Flooring Centre is not responsible for any breakages of furniture or damage caused by moving furniture.

If any variations from the original quote are made between the customer and our contractors on the day of installation, is not the responsibility of Queensland Flooring Centre. We are not responsible for any last-minute decisions which could effect the overall performance or appearance of a job.

### **Skirting and undercutting cabinets**

Removing and re-installing skirting boards is a service we may offer to give you the best possible outcome for your flooring, however removing and re-installing skirting does carry additional costs and risks for you as the customer. Please make sure you read and understand the below risks before accepting any quote which includes skirting:

If skirting is included in the quote, we will remove and refit skirting. You will most likely require a handy-man, painter, or plasterer to patch, gap-fill, and re-paint skirting at your own expense.

Our contractors will attempt to remove skirting as carefully as possible, however some skirting breakages may occur. Often these breakages can be gaped, repaired,

and repainted at your expense. You may choose for us to replace the skirting board instead, however this is also at your expense.

Carpet and vinyl carry a risk of scratching or marking skirting boards due to the process in which the carpet and vinyl gets scribed. All care is taken to prevent this as much as possible, however you may need to do some light touch up works at your own expense.

Often, we can undercut your cabinetry panels or kitchen panels to install flooring with a more seamless effect and avoid the need for trims and scotia. While majority of cabinetry can be cut without any issues, there is a risk of the cabinets splintering or chipping. This is unfortunately out of the control of the installer and repairs are not the responsibility of Queensland Flooring Centre nor our contractors.

### **Dust / clean-up**

Most of our contractor's equipment is fitted with dust extractors, however any flooring works including vinyl, hybrid, timber, and carpet, can still leave dust and loose fibres. Our contractors give every worksite a general clean and tidy after every job. However, we do not offer a full dusting and washing service and hence you accept that there is a risk of having remaining dust or loose fibres after the contractors are complete.

### **Floor Preparation**

Often, sub-floor preparation cannot be quoted prior to installation date especially if existing floor coverings are installed. On the day of installation, if any floor preparation needs to be done, we will provide a quote prior to proceeding. You have a right to reject this quote and seek alternative solutions.

We have the right to refuse to complete the works if the subfloor does not comply with supplier specifications. If you choose to terminate the installation due to floor preparation costs, we can refund you deposits or moneys paid, less any costs incurred to return products ordered from suppliers and contractors charges, if any.

Installing vinyl flooring or floating flooring over existing tiles poses a significant risk. In future, if the tiles give way and push upwards, this could cause the flooring above to also damage. This may be an expensive repair / replacement and is not the responsibility of Queensland Flooring Centre.

### **Our contractors**

We are not reliable for any loss or damages caused by a delay in the product arrival, or installation dates. If a contractor we use cannot complete the job by the desired timeframe, we cannot be held responsible.

We are not reliable for any loss or damages caused by our contractors during, or after installation. Please refer to the terms and conditions of our contractors. For a copy of our contractors' terms and conditions, please contact a Queensland Flooring Centre staff member.

Queensland Flooring Centre accepts full responsibility for shortage of product for your job if we are appointed to conduct the installation. This means we will cover expenses and product cost to complete the job. Often there may be an oversupply of product for installation, this is a precaution we take when ordering to make sure we do not fall short of product on the job. This oversupply is not refundable but is recommended to keep for yourself encase you need to make any repairs in the future.

### **Payment Schedule**

A 50% deposit is required to proceed with a quote. No stock will be ordered until the deposit is paid, and proof has been provided to us. No installation dates can be finalised until deposit is paid, and proof has been provided to us.

We do not take responsibility for delays in stock or installation dates if there is a delay in the deposit being paid after an agreed installation date has been discussed and stock availability checked.

The final balance payment is due immediately after installation. Failure to pay the balance immediately may incur an account service fee of 1.5 per cent per month.

If electing to pay via credit card, a 1% surcharge may apply at the discretion of Queensland Flooring Centre.

### **Early termination of order**

If you choose to terminate the order after paying a deposit, you are responsible to pay any expenses from suppliers or contractors which have already been charged to Queensland Flooring Centre. You may not be liable for the entire product cost, but rather a return fee in accordance with the suppliers or manufacturers return policy.

### **Warranties**

Queensland Flooring Centre makes has no responsibility or guarantees to the suitability of the product, and no representations, warranties or guarantees as to the quality of the goods, apart from the following:

1. Warranties and guarantees given by the manufacturer or supplier.
2. Warranties and guarantees required by law.

No losses or damages will be the responsibility of Queensland Flooring Centre for wrongful or incorrect use and installation of any products purchased.

### **Indemnity and liability**

The Customer indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any loss arising from or incidental to the provision of Goods and/or Services, any Order or the subject matter of these terms and conditions including, but not limited to, any legal costs incurred by the Supplier in relation to meeting any claim or demand or any party/party legal costs for which the Supplier is liable in connection with any such claim or demand. This provision remains in force after the termination of these terms and conditions.

The Customer acknowledges and understands that there may be colour variations in flooring products ("shading"), which is inherent in flooring products (including but not limited to ceramic tiles, carpeting, and wooden boards), from the sample to the delivered product and the sample is indicative only of the shade and finish.

The Customer also acknowledges that shading is not a manufacturing fault and that neither the manufacturer nor the Supplier will accept liability for any flooring products which may be affected by shading.

The Supplier is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

In relation to the supply of Goods, the Supplier's liability is limited to:

- (a) Replacing the Goods or supplying similar goods;
- (b) Repairing the Goods;
- (c) Providing the cost for replacing the Goods or for acquiring equivalent Goods; and/or
- (d) Providing the cost for having the Goods repaired.

In relation to the supply of Services, the Supplier's liability is limited to:

- 1. supplying the Services again; or
- 2. providing for the cost of having the Services supplied again.

The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer.

Every exemption from liability to which the Supplier is entitled under these terms and conditions will extend to protect any subcontractor, employee or agent of the supplier and for the benefit of such persons they shall be deemed to be parties to the contract between the Customer and the Supplier.