

THE FLOORING NETWORK (PTY) LTD T/A FLOORNET

STANDARD CLAIMS POLICY

Congratulations on choosing one of our Floornet flooring products.

With the correct care and maintenance, your new floors should enhance the beauty and comfort of your home for many years to come.

But if, for any reason, you are dissatisfied with the appearance or performance of your floors, please contact the retailer who you bought your floors from.

If the fault on your floors is due to a manufacturing defect, the retailer will register a claim on your behalf.

As a leading distributor of flooring products from local and overseas suppliers, Floornet agrees to honour the terms and conditions of the below Standard Claims Policy ("the Policy") with respect to all claims reported to us:

The Terms and Conditions of this Policy are: -

1. The claim must be registered in writing with Floornet by the retailer where you bought these floors from. You must clearly state the nature of the manufacturing defect together with full supporting details (including photographs) of your floors so that Floornet can properly consider the claim and assess whether an on-site inspection is required or not.
2. The retailer is responsible for checking the floors insofar as correct style, quantity, colour and dye lot are concerned, prior to delivery to you and its installation. It is, however, important for you to check that the product received complies in all respects with what you have bought prior to its installation as a claim cannot be considered once the floor has been installed and which has visible defects at the time of installation.
3. If a claim is accepted by Floornet because the floor has a manufacturing defect(s), Floornet undertakes to remedy the defect(s) by either repairing or replacing the defective floor(s). This shall not apply to floors that have become defective due to fair wear and tear or that have been misused or abused or that have been used contrary to Floornet's care and maintenance instructions.

4. Floornet's liability, as repairer, shall be limited solely to the reasonable cost of remedying the defective floors or unsatisfactory repair(s) to these floors, provided that you notify Floornet of the failed repair within 1 (one) week of discovery thereof and which must have occurred within 3 (three) months from the date of the repair.
5. No claims shall be considered by Floornet for damages to the floors because of improper application or installation or improper maintenance and / or over-wetting in any form whatsoever or for ordinary wear and tear use.
6. With regards to carpets, no claims shall be accepted for missing tufts if the carpet can be repaired with commercially acceptable results. Pile pressure marks (for example due to furniture), texture or colour variation (for example due to sun over-exposure), shading and soiling shall not be accepted as a manufacturing defect.
7. Failed attempts by the installer to rectify a floor or the incorrect installation thereof, without the specific prior written authorization of Floornet, shall not be accepted as a manufacturing defect. It is important for you to ensure the appointed installer of your floor(s) is properly qualified to install these floors as installation is done at your sole risk.
8. No claims shall be accepted on any floors specifically sold as "second grade quality" or sold "voetstoots".
9. Floornet may settle a claim by replacing the defective floors, repairing the floors, or agreeing to a price reduction or a refund, at your choice.
10. Returned floors shall not be accepted unless such return is authorized in writing by Floornet. The floors must be returned to Floornet properly packed and within 6 (six) weeks from date of receipt of the replacement floors.
11. In the event of a replacement, suitable and comparable alternatives may be substituted by Floornet with a choice to you if the original floor type is unavailable at the time of replacement.
12. No amount of any kind of claim may be deducted from payment before the claim has been authorized in writing by Floornet. Floornet will issue (a) credit note(s) related to this claim which can then be deducted from the next payment.
13. Claims for floors that were damaged or wet in transit, shall only be considered by Floornet if the delivery note is endorsed to the effect that the wrapping or contents were damaged or wet at the time of delivery. Claims for incorrect deliveries or damaged goods will only be considered if made in writing within 7 (seven) days of delivery of the goods, after which you shall be deemed to have received and accepted the goods in good order and in full compliance with the orders placed.

14. Claims for short length of rolls shall only be accepted if no cuts have been taken from the roll.
15. When honouring a claim on a defective floor due to a manufacturing defect and that has been installed for longer than 1 (one) year, a pro-rata reduction in the claim amount shall be calculated dependent upon date of purchase. This pro-rata reduction is guarantee period dependent, for example, if a floor is guaranteed for 5 (five) years, a 20% per year devaluation shall apply or if guaranteed for 10 years a 10% percent per year devaluation, etc. shall apply as you have had the benefit of use of the floor.
16. All costs for uplifting the floors in respect of an authorized claim and delivery of the new floors shall be made at the standard rates agreed upon by Floornet, from time to time. Should additional costs need to be incurred, these must be approved in writing by Floornet first, prior to re-installation. These standard rates are available from Floornet on request.
17. Where unused floors are returned in a damaged or soiled condition, the credit for such floors shall be reduced by an amount equal to the value of the soiled or damaged material or the cost of salvaging such soiled parts, if possible.
18. Claims shall not be accepted for colour variation or shading where more than one dye lot has been used in the same installation.
19. No claims shall be accepted for crease marks or pressure marks on carpets that were used for rug conversion and overlocking or binding. The material should be inspected on receipt, and any quality issues should be immediately reported and noted on the proof of delivery and before the rug conversion starts. The carpets shouldn't be folded in any way (during transport, handling, and rug conversion) as it will cause permanent damage to the backing.
20. Any warranty as to quality or freedom from latent defects of the goods sold or fitness for any particular purpose or otherwise is hereby excluded. Floornet shall not be under any liability whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any misuse or abuse of goods.
21. Floornet shall not be liable for any consequential losses and/or penalties.
22. The Floornet Standard Claims Policy may be reviewed from time to time and the version applicable at the time of the claim, shall apply.