FORTÉ ACOUSTICK-MAT UNDERLAY WARRANTY

APPLIES TO: ACOUSTICK-MAT UNDERLAY AKM10 SUPPLIED BY FORTÉ

Forté is committed to providing long-lasting, high-quality interior flooring products. This Residential & Commercial Warranty offers 10 Year product warranty coverage to the original purchaser, backed by Forté's confidence in our products. All coverage detailed below is in addition to your rights under the New Zealand Consumer Guarantees Act 1993 and is designed to reflect the realistic performance and lifespan you can expect from Forté interior flooring products & accessories under normal residential and commercial use.

PRODUCT WARRANTY (RESIDENTIAL & COMMERCIAL)

Forté warrants that the Forté Acoustick-Mat supplied for the project will remain free from manufacturing defects for a period of 10 years for residential and commercial applications, provided the product is specified, installed, and maintained according to the Related Documentation* in effect at the time of installation. Forté reserve the right to regularly update product information. The most current versions are available at forte.co.nz.

This warranty commences on the date shown on the original Forté tax invoice and applies while the product remains installed in its original installation.

A manufacturing defect may include premature breakdown or deterioration of the acoustic mat beyond the normal compression and settling expected during service, where this is demonstrated to result from a defect in the manufacture of the product.

*RELATED DOCUMENTATION

Acoustick-Mat Underlay Installation Guide

Timber Overlay System Design Guide

Timber Overlay System Installation Guide

Acoustic Performance Disclaimer

Forté Acoustick-Mat has been laboratory tested by Marshall Day Acoustics and achieved a sound reduction of up to 18 dB under the tested conditions.

Actual acoustic performance in a completed installation will vary depending on the overall floor and building assembly, including the substrate, structure, flooring system, installation method and surrounding construction.

Accordingly, this warranty covers manufacturing defects in the Acoustick-Mat only and does not guarantee that any particular acoustic rating or dB reduction will be achieved in a specific project.

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Forté

What's Not Covered

This warranty does not cover damage, deterioration or failure arising from:

— Incorrect storage, handling or installation, or failure to comply with Forté's Timber Overlay Installation Guide and Acoustick-Mat Underlay Installation Guide applicable at the time of installation.

— Manufacturing defects that were visible or reasonably apparent prior to installation but were not reported to Forté before the product was installed.

— Installation over underfloor heating systems. Forté Acoustick-Mat has not been tested or approved for use with underfloor heating.

— Use of substrates, moisture barriers, adhesives or other installation materials that have not been approved by Forté. This includes the use of foaming adhesives, where the adhesive build-up and installed height cannot be adequately controlled.

— Improper substrate preparation, including uneven substrates outside the tolerances specified by Forté, or movement, deflection, settlement or failure of the substrate or building structure.

— Failure to comply with the New Zealand Building Code, applicable regulations, or recognised good trade practice.

— Moisture or dampness, including flooding, leaks, vapour, condensation, rising damp, excessive cleaning moisture or other sources of moisture ingress.

— Mould, fungal or bacterial growth resulting from moisture, damp conditions, incorrect storage or other environmental conditions.

— Exposure to excessive heat, direct or concentrated heat sources, corrosive conditions, chemicals or other environmental conditions outside the product's intended use.

— Normal compression, settling, ageing, expansion or contraction of the Acoustick-Mat during service.

— Any reduction or variation in acoustic performance over time, or failure of a completed floor or building assembly to achieve a particular acoustic rating or sound reduction.

— Accidental damage, impact, burns, smoke, chemical exposure, misuse, abuse or other external causes.

— Natural disasters including flooding, earthquakes, fire or other events outside Forté's control.

— Loss or damage recoverable under homeowner, commercial, construction or any other applicable insurance policy.

— Installation in exterior, wet-area or other non-approved applications unless expressly approved in writing by Forté.

— Installation beneath flooring products outside Forté's approved flooring collections, unless expressly approved in writing by Forté.

— Product that has been removed, relocated or reinstalled after its original installation.

Making a Claim

The Purchaser must notify Forté of any alleged defect within the following timeframes:

— Any defect that is visible or reasonably apparent at the time of delivery must be reported within 48 hours of delivery.

— Any defect that was concealed at the time of delivery but becomes apparent after the goods are unpacked must be reported within 7 days of delivery.

— Any defect discovered after installation must be reported within 7 days of discovery.

Forté or its appointed representative must be given a reasonable opportunity to inspect the product and installation before any repair, replacement, removal or other remedial work is undertaken.

Our Obligations

Subject to the Consumer Guarantees Act 1993 (where applicable), where Forté accepts a valid claim under this express warranty, Forté may, at its election:

— repair the affected Acoustick-Mat;

— supply replacement Acoustick-Mat of an equivalent or greater value;

— refund the purchase price paid for the affected Acoustick-Mat; or

— provide a pro-rata refund based on the portion of the applicable warranty period remaining when the defect arose.

Where replacement Acoustick-Mat is supplied, Forté cannot guarantee an exact match to the original product, specification or batch where these have subsequently changed or are no longer available.

Unless otherwise required by law or expressly agreed by Forté in writing, this warranty does not cover the cost of removing, repairing or replacing flooring, fixtures, fittings or other materials installed above or around the Acoustick-Mat, or the labour required to access or reinstate these items.

Forté may, at its discretion, contribute towards reasonable removal and re-installation costs where the Acoustick-Mat was installed as part of an approved Forté flooring system by a professional contractor recommended by Forté. Any such contribution must be approved by Forté before the work is undertaken.

Forté may appoint a suitably qualified tradesperson of its choice to carry out any authorised inspection, repair or replacement work.

Any repair, replacement or other remedy provided under this warranty does not restart or extend the original warranty period.

Governing Law

This warranty is governed by the laws of New Zealand. Where the product is acquired for the purposes of a business (as defined in the Consumer Guarantees Act 1993), the parties agree that the provisions of that Act do not apply, to the fullest extent permitted by law. If any provision of this warranty is held to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force.

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