

FORTÉ ENGINEERED TIMBER OVERLAY WARRANTY

APPLIES TO: ALL PREFINISHED ENGINEERED TIMBER COLLECTIONS SUPPLIED BY FORTÉ

Forté is committed to providing long-lasting, high-quality engineered timber products. This Residential & Commercial Warranty offers coverage to the original purchaser, including a 25 Year Residential & 10 Year Commercial Structural Warranty and a 7-Year Finish Warranty (Residential only), 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 engineered timber products & accessories under normal residential and commercial use.

STRUCTURAL WARRANTY (RESIDENTIAL & COMMERCIAL)

Forté warrants that the engineered timber product supplied for the project will remain free from structural manufacturing defects for 25 years for residential applications and 10 years for commercial applications, provided the product is designed, installed, and maintained according to the Related Documentation*, and is maintained under Normal Environmental Conditions**.

This warranty commences on the date of purchase (or when goods leave Forté's control for account customers), provided the product remains installed in its original configuration. "Structural manufacturing defects" include: — The separation of the top layer (lamella) from the secondary layer due to a glue bond failure (commonly known as delamination). — The warping or twisting of individual planks. Warping or twisting refers to a board independently distorting beyond industry accepted tolerances when compared to adjacent boards.

"Structural manufacturing defects" include:

- The separation of the top layer (lamella) from the secondary layer due to a glue bond failure (commonly known as delamination).
- The warping or twisting of individual planks. Warping or twisting refers to a board independently distorting beyond industry accepted tolerances when compared to adjacent boards.

7-YEAR FINISH WARRANTY (RESIDENTIAL)

Forté warrants that the factory-applied finish on our pre-finished timber engineered timber product will not separate from the boards due to coating adhesion failure for a period of seven (7) years from the date of purchase. This warranty is valid only if the floor is maintained in accordance with the Related Documentation*. This Finish Warranty applies to residential applications only and does not apply to commercial applications.

*RELATED DOCUMENTATION

[Timber Overlay System Design Guide](#)

[Timber Overlay System Installation Guide](#)

[Timber Overlay System Care and Maintenance Guide](#)

Definitions:

****Normal Environmental Conditions** refer to: everyday activities typically associated with residential and commercial use, strictly subject to compliance with the temperature, humidity and surface condition ranges set out in our related documents*.

Residential: refers to private homes or apartments where the area is solely used for normal household living activities. It is subject to light to moderate foot traffic and typical domestic conditions, without continuous public access.

Commercial: refers to any space that is accessible to the public or used for business, hospitality, retail, office or institutional purposes. It is subject to higher, heavier and more frequent foot traffic, and conditions beyond typical household use. Where commercial customers have purchased timber engineered timber product for use in development or construction or residential dwellings, a residential warranty applies to the product provided the developer or builder completes the warranty transfer (see 'Transferability' below).

Transferability

This warranty only applies to the original residential purchaser and is only transferable in the case of new builds or renovations purchased through a developer, builder or specifier. In those cases:

- Coverage begins on the date of purchase (or when goods leave Forté's control for account customers) and does not reset with the transfer.
- The warranty may transfer once to the first homeowner.
- The engineered timber product must remain in its original state of installation (no removal, sanding, re-finishing or alteration); and
- The transfer must be registered with Forté in writing within 6 months of the property's completion or sale.
- Upon acceptance of the transfer by Forté, the warranty continues for the remainder of the applicable warranty periods.
- No further transfer is permitted.

Where engineered timber are purchased by commercial customers for use within residential developments or dwellings, a **Residential Warranty** will apply, provided the developer or builder or specifying professional completes the required warranty transfer.

Exclusions & Limitations

Except to the extent prohibited by law, including the Consumer Guarantees Act 1993, this express warranty does not cover, and Forté is not liable for, loss, damage or defects arising from or relating to the following:

INSTALLATION, SUBFLOOR AND WORKMANSHIP

- Incorrect installation or failure to follow Forté's Installation Guide.
 - Use of non-approved substrates, moisture barriers, adhesives, underlays or installation materials.
 - Improper subfloor preparation, uneven subfloors beyond recognised tolerances, structural movement or building settlement.
 - Floating installations unless expressly approved by Forté in writing.
 - Installation over underfloor heating systems not approved by Forté or exceeding maximum recommended surface temperature of 27°C
 - Failure to comply with the New Zealand Building Code, applicable regulations, or recognised good trade practice.
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ENVIRONMENTAL CONDITIONS AND MOISTURE

- Exposure to surface temperatures, ambient temperatures or humidity levels outside the ranges specified by Forté;
- Lack of appropriate climate control, including exposure to direct sunlight, heating or cooling sources that cause excessive heat, dryness or humidity;
- Moisture ingress, including flooding, leaks, vapour, condensation, steam, spills, rising damp or cleaning with excessive water;
- Abnormal moisture content in the product, including moisture levels;
- Hydrostatic pressure or substrate moisture affecting the product

Optimal Environmental Conditions

AMBIENT TEMPERATURE (HEAT/COOL)	16-27 °C
AMBIENT RELATIVE HUMIDITY (DRY/MOISTURE)	40-60%
SURFACE TEMPERATURE	≤ 45 °C

For more information on normal environmental conditions, refer to the [Care and Maintenance Guide](#).

UV EXPOSURE, COLOUR AND NATURAL TIMBER CHARACTERISTICS

- Colour change, fading, darkening or other appearance changes resulting from sunlight, UV exposure, heat or oxidation.
- Natural timber movement including seasonal expansion, contraction, gapping, surface checking or grain variation.
- Natural variations in colour, grain, knots or texture between planks, batches, samples or promotional materials.
- Loss of gloss, changes in sheen or general appearance change over time.

NORMAL WEAR AND TEAR

- Scratches, scuffs, indentations, pet damage or surface abrasions arising from normal use.
- Wear-through of the finish caused by heavy use or lack of maintenance.
- Surface checking or small surface splits that may occur as a natural characteristic of timber.

IMPROPER USE, CLEANING OR MAINTENANCE

- Use of abrasive cleaners or pads, steam mops, excessive water, chemicals, solvents or non-approved products.
- Failure to carry out cleaning, sanding or recoating in accordance with [Forté's Care and Maintenance Guide](#).

ACCIDENTAL DAMAGE AND EXTERNAL EVENTS

- Accidental damage, impact, burns, smoke, chemical exposure or similar external causes.
- Natural disasters including flooding, earthquakes or fire.
- Damage typically covered by homeowner, commercial or construction insurance.

SCOPE OF USE AND RELOCATION

- Products installed outside approved interior applications, including exterior use or wet areas unless expressly permitted by Forté.
- Products that have been removed, relocated or reinstalled.

VISIBLE DEFECTS AND NON-STANDARD PRODUCTS

- Manufacturing defects that were visible or reasonably apparent prior to installation and not reported before installation.
- Products sold as outlet, clearance, seconds or end-of-line items supplied on an "as is" basis, which are excluded from finish and appearance warranties.

Warranty Subject to Maintenance

To maintain warranty coverage, the engineered timber must be cared for regularly and in line with Forté's online [Care and Maintenance Guide](#).

Making a Claim

The Purchaser (or first property owner – as above) must notify Forté of any alleged defect:

- visible at the time of delivery – before installation; or
- concealed – within seven (7) days of discovery, or as soon as practicable.

Forté or its appointed representative must be permitted to inspect the site prior to any remedial works being undertaken.

Our Obligations

Subject to the Consumer Guarantees Act 1993 (where applicable), if a valid claim is made under this express warranty, Forté's liability is limited, at its election, to one or more of the following remedies in respect of the affected product:

- repairing the defective product;
- supplying replacement product of equal or greater value for the affected area;
- refunding the purchase price paid for the affected product; or
- paying a pro-rata refund calculated by reference to the portion of the applicable warranty period remaining at the time the defect arises.

Where replacement product is supplied, Forté does not guarantee an exact match of batch, colour, grain or finish.

If the product was installed by a professional contractor recommended by Forté, Forté may contribute towards reasonable labour costs for removal and re-installation of replacement product, up to NZ \$80 + GST per square metre.

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

Receiving a repair or replacement does not 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.