

LEGAL DISCLAIMER

Flux Design Australia Pty Ltd guarantees that our product has no defective materials and is manufactured and sold subject to standard conditions for supply of goods and services. Our products are produced under ISO 9001. A twelve-month warranty is given on the product shelf life from date of production. The use of our products is beyond our control.

Flux Design Australia Pty Ltd cannot accept and is not responsible for any loss or damage arising directly or indirectly from the use of its products whether or not in accordance with any advice, specification, recommendation or information given by it. The information contained herein is to the best of our knowledge true and accurate. No warranty is implied or given as to its completeness or accuracy in describing the performance or suitability of the product for a particular application. Because methods of application and conditions of use are beyond our control, neither manufacturer nor seller will assume any responsibility for the use or misuse of our products, whether or not in accordance with any advice, specification, recommendation or information given by it. This includes, but is not limited to any consequential or incidental damage. We offer a 7 year warranty to support our system for an application by a certified applicator(s) with their provision of workmanship warranty of their work and in accordance with the specifications provided.

CONDITIONS OF COVERAGE

1. Our products must be used within the shelf life indicated in our data sheets.
2. Products should be used in a suitable and compatible manner. It is the sole responsibility of the purchaser, contractor and / or sub-contractor to test (or have tested) compliance and compatibility of our products or systems for their intended use, and these parties must assume all risks and all responsibilities.
3. All system components must be used together so that the guarantee is valid.
4. The products should not be mixed or used in combination with other products that are not manufactured or approved by Flux Design Australia Pty Ltd. Please contact for details prior to usage and application, do not use if you cannot reach us.

EXCLUSIONS FROM WARRANTY COVERAGE

Flux Design Australia Pty Ltd has no responsibility to any of the following situations, including, without excluding other reasons:

1. Damage caused by structural failure, inadequate sub-flooring, inappropriate substrate or subfloor preparation or inadequate design or structural defects.
2. Damage caused by natural disasters, including, without excluding hurricanes, floods, fires or other type of natural disaster, or which may arise from unforeseen circumstances.
3. Damages caused by negligence or product misuse or abuse, or improper or wrong product application by the installer, failing to comply with product installation instructions, applicable regulations and building codes as well as industry standards.
4. Variations of colors, shades or textures from those shown in sample or on product packaging, changes in color and integrity due to exposure to sunlight and age.
5. Damage caused by subfloor moisture or water damage.
6. Normal wear resulting from use. (including but not limited to chemical, abrasive or mechanical cleaning, drilling or 3rd party adhesions or attachments to the product)
7. Efflorescence and shading inherent to cementitious products.
8. Cracking due to structural movement, excessive deflection or other defects of the substrate.
9. Damages caused by vandalism.
10. Damages caused by improper maintenance or improper use of cleaning chemicals, and
11. Damages caused by exposure to inappropriate, excessive or extreme temperatures.

YOUR LEGAL RIGHTS

This constitutes the express warranty of the product system purchased. To the extent permitted by law, all other warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose are excluded. Any implied warranty arising by operation of law is limited to the duration of this warranty. No implied warranties may be modified by course of dealing, course of performance or usage of trade. This warranty:

- (a) applies to the original purchaser and cannot be transferred,
- (b) comes into force on date of purchase and ends when the warranty period of the respective product or system expires as specified on the warranty / life expectancy,
- (c) replaces any previous warranties.

SUBMITTING A CLAIM

To file a claim under this warranty, you must contact us in writing within fifteen (15) days at Flux Design Australia Pty Ltd (see contact below).

Any claim can only be accepted with reference to the correct application procedure.

YOUR EXCLUSIVE REMEDY

If your claim is valid under this warranty and our products proven defective within the respective warranty period indicated in the warranty periods: For the purchase of only one product, you will benefit, as exclusive remedy, the replacement of Flux Design Australia Pty Ltd product, only for the portion of the original installation that requires the said replacement.

The information contained herein is to the best of our knowledge true and accurate. No warranty is implied or given as to its completeness or accuracy in describing the performance or suitability of the product for a particular application.