

Your acceptance of the Terms and Conditions indicates an acceptance of this Product Specific Addendum, as set out in clause 4 of the Terms and Conditions. In the event of any inconsistency between the Terms and Conditions and a Product-Specific Addendum, the Product-Specific Addendum shall prevail to the extent of the inconsistency.

We note that nothing in this Product Specific Addendum is intended to limit or exclude your rights under the Australian Consumer Law. Collection, installation timing, storage, uncollected goods, customer notification processes and any applicable storage costs are governed by the Terms and Conditions. This Product-Specific Addendum contains additional product-specific information relevant to your selected product.

Please read over this information carefully to ensure efficient and safe installation of your products, including the information of proper care to ensure your products perform as they are intended.

**1. DOOR CLEARANCE**

If doors need to be cut to clear, it is best that this is done by you before the floor covering is laid (at your cost), and where possible, these doors should be left off until after installation. If it is necessary to remove doors for installation by our installers, they will be left uninstalled. All and any costs for re-fitting of doors that have been removed by us to facilitate the installation of your floor will be at your cost.

**2. FURNITURE - PLEASE CLEAR THE INSTALLATION AREA OF ALL FURNITURE**

Please clear the installation area of all furniture to enable a smooth and efficient installation of your new flooring products, all furniture (and potentially whitegoods) will need to be removed before the installers arrive on site.

**3. TAKE-UPS**

If you are removing old floor coverings yourself, everything must be removed, and holes filled. Any additional floor preparation required will be at your cost and advised of on the day by our Independent Contractor who will be installing your floors.

**4. POWER**

Power is required for the installation of floor coverings. Please ensure that there is access to two (2) 10amp (Standard Power Points) that are both on different Residual Current Devices (RCD). It is important to ensure that the power is connected and working in the property prior to installation, particularly for new homes, units and untenanted rental properties.

**5. KEYS**

If you will not be at home when your floor coverings are to be installed, please arrange for keys to be available.

**6. SAFETY**

Safety on the job and in your home/property during an installation is one of the foremost concerns for both us and our independent contractors. During the installation, our independent contractors may use power tools, because accidents with power tools can be critical, even disabling or even deadly, it is important you ensure that both your property and the installation areas are always kept clear during the installation. Please keep everyone away from the installation areas, especially children and pets.

Depending on the floor you select, your installation may involve the use of adhesives (glue). Adhesives can be hard to see and are often transparent. Whilst an area in your home may appear to be clear, the floor may have adhesive on it. When adhesives come in direct contact with skin, they may cause irritation and other issues, adhesives can also cause damage to clothing and other areas in your home from residue collected when walked on and the adhesive has not yet cured (still wet). Please keep everyone away from the installation areas, especially children and pets.

To ensure the continued safety for you, your family, and our independent contractors, we are unable to install your floors if there are other trades/contractors working at the property at the same time. Please consider this when discussing installation dates with our team.

## **7. MINOR DAMAGE**

Some marking and scuffing of walls and/or skirtings must be expected due to the necessary floor covering installation procedures. In some instances, these marks and scuffs may require repairing and painting. Please note that these marks and scuffs are not the supplier's responsibility. Where minor damage occurs due a possible lack of due care and skill by our independent contractor, please contact us to resolve the issue in good faith. However, ordinary wear and tear that results from the works will not be covered by any Warranty in the Terms and you may incur costs to resolve such damage. If you allege that damage has occurred during installation or removal, you must notify us in accordance with the damage notification process set out in the Terms and Conditions.

## **8. SELECTING YOUR FLOOR**

- a. When buying timber, please understand that you are purchasing a species of wood, not a colour. Variations in colour shading, grain, gum vein, features, knots, and texture will occur from batch to batch and sampling. Every timber floor will be different in appearance because no two trees are the same. This is the attraction and unique beauty of a natural timber floor.
- b. Timber will change colour once exposed to UV light. This will be evident when rugs and furniture are moved. Please note that, over time, the colour will usually even out as the flooring is evenly exposed.
- c. Gas and wood heating produces extreme heat, which can dry out the timber. This can result in gapping, cupping, and checking.
- d. The products we display in our stores are samples only and they are there to assist you with selecting your flooring. Our samples are that only, samples. Samples appear different in all types of lighting, the lights in our showrooms maybe brighter than in your home, which will change the appearance of the sample. We recommend that you take a sample home and see what it looks like in your home with your lighting and décor.
- e. Samples in our stores are presented in a manner that allows us to display them easily and also allows for you to take them home. The installation method of our samples is not a representation of how it will be installed.
- f. It is normal for up to 5mm of downward movement in boards. A hollow sound within the floor is normal. This applies to both floating and direct-stick methods of installation.
- g. Underfloor heating is not recommended with our products.
- h. We note that minor lipping of boards is normal.
- i. All products are for indoor use only.
- j. Timber flooring is not recommended for wet areas. i.e., bathrooms/laundries.
- k. When your floor is installed, a suitable gap must be left at the wall edge to allow for the product to expand and contract in different temperatures to prevent possible damage.
- l. If you want to fit skirtings after your installation, you must install the skirtings in line with the manufacturer's guidelines for your floors. Contact the manufacturer directly for more information.
- m. Timber flooring may be affected by extended storage, temperature variation, humidity, moisture, dryness, pressure, stacking or other environmental or storage conditions. These factors may cause or contribute to expansion, contraction, gapping, cupping, checking, splitting, lipping, warping, colour variation, distortion or other appearance or performance changes. Subject to your rights under the Australian Consumer Law, we are not responsible for these issues to the extent they are caused or contributed to by delayed collection, delayed installation or extended storage due to your act, omission or request.
- n. Some flooring products may be capable of being installed with a 'neat finish', meaning the flooring is cut straight against the wall at the floor-to-wall junction without the need for scotia, skirting or another finishing trim. However, whether a neat finish is achievable depends on the construction and condition of the walls,

how the walls meet the floor, expansion requirements and site conditions generally, not the flooring product alone.

Some modern construction methods, including but not limited to G'Tek/Knauf plasterboard systems and similar wall systems, may require or include an expansion gap, perimeter support track, base trim or other fixing at or near floor level. These types of wall systems may prevent a neat finish and may require the flooring to be installed with scotia, skirting, caulking or another suitable finishing trim to cover the gap, expansion space or associated fixings.

Other factors that may prevent a neat finish include, but are not limited to:

- i. uneven, out-of-square or non-vertical walls;
- ii. existing skirtings that cannot reasonably be removed without damage;
- iii. thresholds, door frames, cabinetry or built-in joinery;
- iv. sub-floor levels that vary across the perimeter; and
- v. any wall, floor or site condition that requires an expansion gap or prevents the flooring from being cut neatly to the wall.

Before placing your order, you should tell us if a neat finish without scotia, skirting or another finishing trim is a specific requirement. We recommend that you inspect your walls, including the floor-to-wall junction, and if you are unsure about your wall construction or whether a neat finish is achievable, obtain advice from your builder, designer or another suitably qualified person.

Unless we have expressly confirmed in writing that a neat finish without scotia, skirting or another finishing trim is achievable, we do not guarantee that such a finish can be provided. If site conditions require scotia, skirting, caulking or another finishing trim, this may be treated as an additional product or service and may involve additional cost.

Nothing in this clause limits your rights under the Australian Consumer Law.

## 9. STAIRS

- a. You are responsible for the condition, safety and structural soundness of your stairs, and for any repair or building work needed to make them safe. We do not inspect or assess your stairs before we accept your order.
- b. When you place an order that includes installation on stairs, you must make us aware of any damage, movement, deterioration or other conditions affecting your stairs. You must tell us about any such condition you are aware of. We rely on the information you give us when we quote for and schedule your installation.
- c. We may decline to install on stairs, or stop an installation already in progress, where in our reasonable opinion the stairs cannot be worked on safely or cannot receive a proper installation. Reasons include, but are not limited to:
  - i. stairs do not comply with the National Construction Code, the Building Act 2011 (WA), any Australian Standard or other standard related to stairs.
  - ii. treads, risers or stringers that are loose, damaged, deteriorated or inadequately fixed;
  - iii. missing, incomplete, loose or unsafe balustrades or handrails;
  - iv. tread or riser dimensions that vary to an extent that prevents a safe or even installation;
  - v. inadequate structural support, or movement or deflection under load;
  - vi. moisture, rot, insect damage or contamination affecting the stair structure; or
  - vii. any condition that would place our installers at risk of injury.

We have a duty under the Work Health and Safety Act 2020 (WA) to protect the health and safety of the people who carry out work for us, and we will not ask an installer to work on stairs that are unsafe.

- d. If we decline to install on your stairs, we will tell you, set out our reasons, and identify the conditions we have observed. We will do this as early as we reasonably can.

- e. Where we decline to install on your stairs, you may choose one of the following:
  - i. Rectify and reschedule. You arrange for the stairs to be rectified at your cost by a builder, carpenter or other suitably qualified person of your choosing. Once the work is complete, contact us and we will attend to reassess the stairs and, if we are then able to install, arrange an installation date. We will hold your stair installation booking open for 12 months from the date of our notice under clause 9(d). If you need more time, contact us and we will not unreasonably refuse a request for a longer period.
  - ii. Convert to supply only. We supply the stair flooring product to you without installation and refund the stair installation charge.
- f. If you have not rectified the stairs or contacted us within the period in clause 9(e)(i), we will write to you and give you a further reasonable period to tell us how you wish to proceed. If we do not hear from you within that period, we will convert the stair portion of your order to supply only and refund the stair installation charge. We will not do this without first giving you that written notice.
- g. Any refund under this clause will be paid within 10 business days to the payment method used for your order, or by another method we agree with you.
- h. We do not carry out structural, carpentry or building work on stairs, and we are not able to rectify stairs. Any rectification work is arranged by you, at your cost, with your own service provider.
- i. Despite clause 11(a), we will not charge you an abortive attendance or call-out fee where we decline to install on your stairs for a reason set out in clause 9(c) that we identified for the first time on the installation day, unless you did not tell us about a condition you were aware of when we asked you under clause 9(b).
- j. If you are unsure about the condition or construction of your stairs, we recommend that you obtain advice from a registered building surveyor, builder or other suitably qualified person before placing your order or scheduling your installation. Information about the National Construction Code, including the provisions that apply to stairways in houses, is available free of charge at <https://ncc.abcb.gov.au>.
- k. Stair nosings are not manufactured by the manufacturer of your flooring product. We engage a third party to manufacture them. Because they are not made by the flooring manufacturer, stair nosings are not covered by that manufacturer's warranty.
- l. Our third-party stair nosing manufacturer provides a 24-month limited structural product warranty. This warranty is in addition to, and does not limit, your rights under the Australian Consumer Law, including your rights against us as the supplier of the stair nosings. Please refer to clause 7 of our Terms and Conditions for information about our warranty and your statutory rights.
- m. Nothing in this clause excludes, restricts or modifies your rights under the Australian Consumer Law or any other applicable law

## 10. CARING FOR YOUR FLOOR

- a. Timber will dent and scratch. Please protect your floor by using protective felt pads under all furniture. Ensure the felt pads are kept clean and free from grit and dirt.
- b. The best methods to keep your floor clean are regular vacuuming or sweeping with a soft broom. Ensure the vacuum head has no protruding sharp edges (preferably with a nozzle suitable for hard surfaces). Do not use powerhead/beater bar.
- c. We recommend that you place a natural or colourfast mat outside entrances to collect tracked in dirt and absorb excess moisture and avoid it being transferred onto your floor. Mats used directly on your vinyl floor can cause permanent discolouration.
- d. Be aware that dirt and sand are abrasive and can be harmful to your floors. Do not use abrasive pads or abrasive liquid cleaners to clean your floor.
- e. Stiletto or similar high-heeled shoes will dent your timber floor.
- f. Pets can damage your flooring. We recommend keeping claws trimmed to avoid damage.
- g. Do not over wet or saturate your floor. Water is the enemy of timber flooring. Mop up spills as soon as possible. Identify and repair any loose appliance fittings or water leaks.
- h. Your flooring needs to be protected from direct sunlight and extreme heat. Use window treatments (such as blinds, curtains, shutters, or window tinting) to prevent damage, excessive expansion, lipping, gapping,

checking, and fading caused by the sun's powerful rays. It is recommended that on very hot days blinds, curtains or shutters remain closed.

- i. Do not use a steam mop on your timber floor.
- j. Coaster wheels are not recommended for Timber flooring.
- k. We recommend that you maintain suitable temperature and humidity levels within your home year-round. Dramatic temperature changes and/or extreme humidity can cause joins to lip, gap or split. If homes are unoccupied for long periods of time, protect your flooring by maintaining suitable temperature levels and ensuring all exterior windows are covered/protected. Open all internal doors to create one large zone (as larger areas take longer to respond to temperature fluctuations).
- l. Air-conditioning can affect the moisture levels within your home (refrigerated air conditioning removes moisture; evaporative air conditioning adds moisture). The use of a dehumidifier or humidifier are advised to prevent high/low humidity levels. As timber is a natural product, it will move, expand, and contract with seasonal changes.
- m. When moving furniture, it is recommended to lift and not to drag or push to avoid damage.
- n. Use only manufacturer recommended or pH neutral cleaning products.
- o. You must follow both our and the manufacturer's care guides for your flooring. Please refer to our website for your flooring care guide. If you are unable to find it, please contact one of our store or email [sales@trevorscarpetsalbany.com.au](mailto:sales@trevorscarpetsalbany.com.au).
- p. Failure to properly care for or maintain your timber flooring may affect your rights under any manufacturer warranty or our Warranty, subject to your rights under the Australian Consumer Law.
- q. We recommend that you register your warranty with the original manufacturer within 30 days of purchase and/or installation.

## 11. INSTALLATION

- a. If the installer arrives on site and is unable to proceed with installation due to the site not being prepared in accordance with this Product Specific Addendum, the Terms and Conditions, and our reasonable instructions, then you will be charged for the reasonable costs we incur as a result.
- b. Do not put any fixtures through your flooring as this will prevent expansion and contraction of your flooring, leading to possible damage.
- c. A clean, clear site must be provided. Clear access is required. We do not remove or replace furniture.
- d. It is recommended that all tiling is completed, and the areas to be installed are free of other trades.
- e. Our products require a sub-floor specification of no deviation being greater than 5mm over 3 metres. (Please note that builders are only required to finish their concrete floors to 10mm in any room or area, or more than 4mm in any 2m length as per Western Australia Guide to Standards and Tolerances 2019).
- f. Sub-floors do not need to be flat but need to be within tolerance.
- g. Floor preparation done by others, must be within our product's required specification, and the sub-floor must be clear and free of grout, adhesives, or other contaminants.
- h. Any additional floor preparation including but not limited to grinding, screeding, or sanding to bring your sub-floor within specification may be required and may be charged separately by us or the independent contractor performing the works.
- i. Please understand that even with correct floor preparation, it is not possible for the installed floor to be completely level. You may still notice some irregularities, unevenness, or downward movement.
- j. When contracted to uplift existing flooring, we will be unable to assess your sub-floor until the existing product has been uplifted. We can assist you with advice on the condition of your sub-floor once the floor is clear, as to whether floor preparation is required and likely costs. Floor preparation is a specialist trade and may require a specialist rather than your installer to prepare your sub-floor.

- k. Our installers need a covered area to cut and work in. This needs to be a minimum of 6sqm.
- l. The nature of our work means there will be dust. To reduce cleaning after installation, it is recommended that you cover items/bench tops/furniture and appliances with plastic sheeting for protection.
- m. It is common practice to undercut doorframes to allow expansion in your flooring. Some paint damage may occur which may need touching up by you.
- n. Although all care is taken with your installation, sometimes small chips and marks on walls are unavoidable.
- o. It is not common practice to fill pin holes in scotia/beading and this service is not included in the Price.
- p. Doors may have to be removed if there is insufficient clearance for your new floor. It is your responsibility to have doors shaved and re-hung.
- q. The removal and replacement of balustrades or stringers is your responsibility.
- r. Kitchens, fittings, cabinets, and robes should be fully completed before your flooring is installed.
- s. For header boards (direct stick installation only) to be installed against ceramic tile areas, the tiles need to be set at an appropriate height and level across the doorway to allow a flush finish, as timber cannot be twisted to suit.
- t. Net fitting timber to frames and kitchens is not recommended due to expansion and contraction of your flooring. A silicon/caulking option is available (please discuss with your salesperson).

**PLEASE REFER TO MANUFACTURERS' WEBSITES FOR FURTHER CARE AND MAINTENANCE DETAILS AND ASSOCIATED WARRANTY CONDITIONS**

If you are unsure of who the manufacturer is for your floor or need assistance with locating the care and maintenance guides, please contact our office on 08 9842 2600 or pop into our store at 143 Lockyer Ave, Albany, WA, 6330 for further information. It is important to note that not following the care and maintenance guides provided by the manufacturer may impact your product warranty.