CONDITIONS OF CONTRACT WITH IMPORTANT INFORMATION

Please ensure you take the time to read thoroughly

Pre-Installation conditions

Timber bamboo flooring exposed to direct sunlight, through windows and glass doors, should be covered to prevent damage after installation. Avoid rooms being closed for prolonged periods without ventilation to prevent warping, cupping and cracking. Direct sunlight can damage your flooring.
Air conditioners should be operational to allow correct acclimatisation of the timber (if applicable). You can discuss the effects of air conditioners on timber flooring with a Sales Advisor.

The Final Finish - Solid Timber Floors

Timber bamboo is a natural product and varies from piece to piece. It is milled from the whole tree and will vary in grain and colour according to the section of the tree. An individual timber floor can have thousands of unique sections creating a truly unique finish. And the type of finishing coat you use will play a large part in the final look of your floor. Different finishes are on display in the showroom.

Timber Bamboo Features

Natural features such as Gum Vein, Birds Eye and Pin Holes are timber characteristics, making each floor unique. It is important to understand that no two floors are identical even if they are of the same species, the same age and from the same area. For more information, please discuss with your Sales Advisor.

Gaps

Timber bamboo flooring is laid-up tight, with very few gaps (with the exception of 19mm boards). Timber however is hydroscopic, which means it will gain or lose moisture depending on the atmospheric conditions. As the seasons change, moisture will slowly be introduced or released from the timber. The visual effects are; that in winter the boards stay tight and in summer they may shrink - leaving small gaps. For more information, please speak to your Sales Advisor or installer.

Acclimatisation

The practice of acclimatising timber is often carried out to ensure a floor remains stable and performs in service. Whilst Perth Focus on Flooring have employed best practice to ensure the moisture content of the timber complies with Australian Standards, it is the responsibility of the purchaser to ensure correct acclimatisation practices are applied. Perth Focus on Flooring recommend the timber flooring installer carries out a prestart check of the environment and records the timber moisture content prior to installation.

Expansion Trims

Expansion trims are included in the cost of your contract, they are an essential part of your installation if required. Without them your manufacturers and installation warranty will become void. Your installer will discuss with you on site the exact location they are to be fitted.

General precautions and maintenance tips

Dirt and grit lead to excess wear and scratching of your floor. Use dirt trapping mats at all exterior doors to help minimise the amount of dirt, sand and grit that makes it onto your floor. Small rugs and hall runners are also helpful for collecting the dirt that can scratch your floor. A regular sweep of all traffic areas is recommended. See "Cleaning tips" for further details.

Moving furniture over your floor can lead to surface damage. Fit protective pads to the legs of chairs and tables so that they can be moved easily without the risk of scuffing the floor. If you have furniture with castors it is preferable that they are the barrel type, as ball castors may cause damage.

Direct sunlight can cause a chemical reaction in the timber causing it to change colour. Move your rugs periodically and protect your floor from direct sunlight with curtains or blinds.

In areas where extremes of temperature or moisture variation are common, cracks may appear in the floor. Adding moisture to the air with a humidifier may be the answer. Air conditioners are rarely humidity-corrected and particularly in winter can create an extremely dry atmosphere which can cause shrinkage and cracking of the floor.

High heel shoes can dent any hard floor surface, even concrete. Special care should be taken to remove shoes that have exposed heels with sharp points to avoid damaging your timber floor. Pets with long claws can scratch and dull the floor finish, requiring extra maintenance or premature recoating.

One of the features of your hardwood timber floor is that it can be refinished if it becomes excessively scratched or dented. Only use a flooring professional proficient in sanding and polishing to complete this work.

Cleaning tips

- Your floor will look better for longer if you can keep it clean. Dust, mop or vacuum regularly and keep the door mats clean.
- Wipe up spills promptly with a dry cloth or dry paper towel. For sticky substances, moisten the cloth slightly.
- To remove surface dirt and grit, the floor must be regularly vacuumed or swept with an electrostatic mop.
- Strictly no steam mops.
- Use only quality floor mops and thoroughly wash new mops to remove any lint remaining from the manufacturing process.
- A positive emulsion cleaner made specifically for timber floors should be used as it will remove the dirt without damaging the surface seal.
- To remove ground-in dirt and grit, it is necessary to damp-mop the floor. The amount of water used on a hardwood timber floor must be kept to a minimum. Perth Focus on Flooring uses sophisticated processing technology for all kiln dried timber and rigorous floor placement procedures to control the moisture content. Over-wetting your floor when mopping can change the moisture balance and cause your floor to expand. In some cases this may result in cupping. For this reason, it is important to ensure that your mop is wrung out so that as llittle solution as possible wets the floor.
- Under no circumstances should you use household detergents or polishes on your hardwood timber floor as these may contain harsh chemicals that can damage the finish or hamper refinishing if required.

Variations in timber

Timber bamboo is a natural material and variations in colour, texture and other naturally occurring features occur between pieces and batches of the same species. Sanding and finishing also causes variations in appearance.
Care should be taken in making a selection based on a single sample. In all cases, timber bamboo flooring supplied in job lot quantities will contain variations from job to job and from the samples on display.
Carpet purchasers are to be aware of the possibility of shading or water marking of cut or twist pile carpets and the possibility that the colour may vary from the sample.

Timber bamboo flooring, whilst dried during production, continues to take up and give up moisture during its life, depending on weather, aspect and local conditions. In so doing, some movement and changes to the surface of your floor are to be expected and will be apparent. This is normal and may include checking and fine cracks on and between boards and changes in colour.

TERMS & CONDITIONS

Failure to pay

If a customer fails to make a payment as provided, they:
- must pay interest on the outstanding payment at a rate of 14%
- are liable for DBA Pty Ltd's legal and other costs in seeking to recover any overdue payment
- DBA Pty Ltd may withhold goods ordered by the customer until overdue payments are paid.

Title to and risk in the goods

Title of the goods shall not pass from Perth Focus on Flooring to the customer until payment in full is received. If the customer fails to pay any amount within the period allowed, Perth Focus on Flooring may recover possession of the goods at any premises owned, possessed or controlled by the customer and the customer grants an irrevocable licence to Perth Focus on Flooring to do so. Risk in the goods shall pass to the customer when the goods are supplied to it.

Delivery

If agreed Perth Focus on Flooring will deliver the goods to the customer's address set out in the invoice.

Perth Focus on Flooring is taken to have delivered the goods when it obtains an acknowledgement of delivery from a person with apparent authority at the designated place of delivery.

Perth Focus on Flooring will endeavour to its best ability but will not be held liable for the late delivery / supply / manufacture of goods and services outside its conrol.

Return of goods

Subject to the Trade Practices Act or other applicable legislation or law no returns will be accepted on special orders, sale items or discontinued lines.

On receiving the goods the purchaser must check them for defects and breakages and notify Perth Focus on Flooring within 24 hours of receiving the goods. No returns will be accepted after this time or without the prior notification of Perth Focus on Flooring.

Perth Focus on Flooring will only accept the return of undamaged goods if they are in full boxes, in saleable condition, match Perth Focus on Flooring's current shade of stock and are returned within 30 days of the date of the invoice with proof of purchase.The customer will be given store credit for the purchase price of the goods less a 20% storage, administration and handling fee.

Conditions of sale

All goods are sold subject to their normal and natural colour variation and samples given or displayed are to be considered indicative only.

No claims in respect of quality or colour variation after timber floor has been installed.

No responsibility will be taken for mismeasurements off plans, drawings, sketches or for verbal measurements supplied by the customer.

Lay-By conditions apply and it is up to the customer's discretion to read and to understand these conditions.

DIY customers are advised to contact the Australian Timber Flooring Association (ATFA) for installation instructions before commencement of flooring installation (www.atfa.com.au).
Uplift & disposal of existing floor coverings, old adhesive and concrete treatment, removal, floor sanding, sub floor levelling and grinding. Doors removed, cut and rehung. Disposal of rubbish. These are ALL the responsibility of the customer unless clearly stated in the contract of sale. Prices for the above are POA. All of the above items, if not accounted for will prolong the installation time frame if required.

Liability

Perth Focus on Flooring's liability for breach of these terms and conditions or those implied by the Trade Practices Act or other applicable legislation or law (other than those that cannot be excluded, restricted or modified):
- is restricted to the replacement of the goods only
- is excluded for timber once the timbers have been fixed
- is excluded for any inaccuracy or errors made by Perth Focus on Flooring
- is excluded for any difference between samples given by Perth Focus on Flooring and the goods.
- does not entitle the customer to any damages in the event that the goods are not satisfactory in any way.

Warranty

The goods are only guaranteed to the extent of any guarantee given by the manufacturer of the goods.

Timber or laminate floors are not guaranteed to the extent they are laid, used or cleaned outside the manufacturer's guidelines.

Indemnity

The customer agrees regardless of any negligence on the part of Perth Focus on Flooring in providing the goods to release, hold harmless and indemnify Perth Focus on Flooring from any liabilities claims or costs which may accrue against or be suffered by the customer in connection with the supply of the goods by Perth Focus on Flooring unless caused by wilful misconduct on the part of Perth Focus on Flooring. Perth Focus on Flooring will not be liable to the customer in connection with the supply of the goods or any error in information supplied to the customer at any time (whether negligent or a breach of contract or not).

Signatories liable

Any person who signs a contract or places an order on behalf of a customer that is a company or trust are personally responsible for payment of amounts required to be paid by the customer.

If the customer is a trustee of a trust, the customer agrees to be liable for any amounts due in its own right as well as the trustee of the trust.

Claims

Upon receival of goods the purchaser should inspect the following:
- quantities ordered
- type of goods ordered, ie Specie, grade, size
- moisture content of solid timber - the results should be kept and recorded

Claims related to the above after installation will not be considered. Any variances noted should be reported to a qualified Perth Focus on Flooring representative within 24 hours of receival.

Payment Requirement. We have a three (3) part payment policy. First (1st) payment is your 10% deposit. Second (2nd) payment is for 80% of the invoice total (due on or before completion date). Third (3rd) payment is your 10% balance outstanding, payable to the installer on completion and satifaction. Please note: Your job will not commence if your second (2nd) payment has not been made. Allow 4-5 business days for Electronics Funds Transfer (EFT) transactions - bank and personal cheques also. Credit card charges apply.