



*Fabulous, functional, forever.*

## LIMITED WARRANTY

TIER flooring products are manufactured and distributed by Eva-Last. Eva-Last develops, markets and distributes a range of products in various categories. However, this limited warranty is specific to TIER flooring products only.

TIER flooring products come with a warranty however, this warranty is limited and only valid if the terms and conditions of sale, the terms of this warranty document and the installation guidelines are all adhered to. Therefore, Eva-Last will only make a determination against a warranty claim or issue a certificate noting a valid warranty against a specific case following a principle based investigation subject to provisions of law and specifically consumer protection laws in the jurisdiction where the TIER flooring products are sold and used.

Various factors can contribute to the cause of failure of a TIER flooring product. Generally, any failure resulting beyond the reasonable control of Eva-Last is not covered by this limited warranty. It is in the interest of the owner to ensure the installation, usage and maintenance of TIER flooring product is adhered to.

**The TIER flooring warranty is considered void if the certain installation and maintenance conditions are not met. These essential conditions include, but are not limited to the following:**

- Installation in an application not intended for TIER flooring as indicated in the current version of the installation guide.
- Installation using the correct tools as set out in the specifications provided in the TIER installation guide.
- Maintenance according to the instructions provided in the TIER cleaning and care guide.
- The most up to date guidelines are available at [www.tierflooring.co.za](http://www.tierflooring.co.za)

The warranty term which applies to TIER flooring products is dependent on the product specifications and the environment in which the product is installed and used. The various abrasion class ratings are defined in the standard BS EN 13329. TIER flooring conforms to the specifications of the abrasion class ratings in BS EN 13329. The various use classes defined in BS EN ISO 10582 are used to categorise different flooring traffic environments. This enables Eva-Last to predict the lifespan of TIER flooring products. If the traffic volume passing over any TIER flooring product is higher than specified, the expected lifespan of the product will be lower.

# TIER™ FLOORING LIMITED WARRANTY

The lifespan of all TIER flooring products commences on the date of purchase and expires in line with the warranty durations set out in the tables below:

SPECIFICATIONS: 4.7 mm THICKNESS		
Core thickness	Dimensions	Boards per box
3.20 mm	181 x 1 220 mm	12
Underlay thickness	Thickness	Mass per board
1.00 mm	4.70 mm	1.52 kg
Wear layer thickness	Per board	Per box
0.50 mm	0.22 m <sup>2</sup>	2.64 m <sup>2</sup>
Wear layer type	Click system	
Engineered polymer	4-sided micro bevel (I4F click)	

SPECIFICATIONS: 5.5 mm THICKNESS		
Core thickness	Dimensions	Boards per box
3.50 mm	181 x 1 220 mm	10
	228 x 1 220 mm	
Underlay thickness	Thickness	Mass per board
1.50 mm	5.55 mm	181 mm - 1.65 kg
		228 mm - 2.28 kg
Wear layer thickness	Per board	Per box
0.55 mm	181 mm - 0.22 m <sup>2</sup>	181 mm - 2.21 m <sup>2</sup>
	228 mm - 0.278 m <sup>2</sup>	228 mm - 2.78 m <sup>2</sup>
Wear layer type	Click system	
Engineered polymer	4-sided micro bevel (2G click)	

WARRANTY CLASSES		
Light Industrial	Heavy Commercial	Heavy Domestic
		
Abrasion class*	Abrasion class*	Abrasion class*
AC5	AC5	AC5
Use class**	Use class**	Use class**
23	33	42
*As defined in BS EN 13329		**As defined in BS EN ISO 10582

Eva-Last warrants that TIER flooring products are free from obvious manufacturing defects when purchased.

**Eva-Last warrants that during normal use and when laid in line with installation instructions on a moisture free, level screed slab substrate, TIER flooring will not:**

- Rip, tear, crack or break.
- Cup or deform.
- Delaminate or peel.
- Significant discolouring or fading, outside the normal expected colour change over the lifespan of the product.
- Stain due to normal household or office use.
- Wear through the surface wear layer under correct traffic specifications in the abrasion class ratings of BS EN 13329.
- Be susceptible to damage from termites.
- Exhibit fungal decay.

**In the event of a product warranty claim, the limited warranty excludes:**

- The cost of labour for installing replacement products.
- The transport cost of replacing any materials.
- The cost of any materials other than the replacement TIER flooring products including, without limitation, the concrete screed or supporting floor.
- The cost of removing or disposing of TIER flooring products or other materials.
- Any associated cost of installation or assembly.
- The cost of transportation or freight of the replacement product.
- Any taxes due upon the fulfillment of a valid warranty claim.
- The cost of loss or damage to any building or supporting structure, or any property contained therein, or for injuries or damages of any kind whatsoever.
- Any amount greater than the value of the TIER flooring products initially purchased as indicated on the original purchase invoice.

Eva-Last will not be responsible for any of the above costs or any incidental costs or consequential damages of any nature.

In certain jurisdictions, it is unlawful to limit particular consequential damages from a warranty. This limited warranty recognises the legality of such jurisdictions and fully complies with the law in assessing the limits of the warranty.

TIER flooring is not a structural element and cannot be used as such. TIER flooring is combustible with a fire class rating of B<sub>f1</sub>-s1 as per the classification system and test methods set out in EN 13501. Suitable fire hazard precautions must be considered before installation in compliance with laws and regulations in your jurisdiction as well as rational design principles.

Colour variations can be expected due to use of natural components in the manufacture process, exposure to UV light and/or sunlight, and the age of the material. It is normal and expected for there to be colour variations and slight fading of any TIER flooring product. Therefore, colour inconsistency between samples, installed TIER flooring product and new, or replacement, TIER flooring products is not a manufacturing defect and is specifically excluded from this limited warranty. However, the warranty assures that TIER flooring products will not lose their inherent colour properties.

It is normal and expected that darker, solid colours typically show more scratches and dirt and therefore, require more maintenance than lighter colours. Similarly, very light colours are known to soil easily and must be cleaned often. All colours require basic cleaning and care for optimal durability.

In the event that a TIER flooring product has an obvious manufacturing defect upon purchase or fails in a manner that Eva-Last warrants against, Eva-Last will, at its sole discretion, supply replacement TIER flooring product of a quality and quantity equal to the value of the affected product or refund the purchase price up to the value of the affected product. This warranty is specifically limited to the quantity of the affected product.

The limited warranty for TIER flooring products is effective from the date of purchase. The warranty on TIER flooring products replaced in the event of a warranty claim will expire at the end of the term based on the original purchase date. Proof of purchase must be produced in the event of a warranty claim.

In purchasing TIER flooring products, the owner accepts the standard terms and conditions of Eva-Last, including the specific terms and limitation guidelines contained in this limited warranty. If the owner is not satisfied with the terms, conditions and limitations of this warranty, immediately return the product, packaged and undamaged, for a refund.

This warranty shall not be amended or altered. This limited warranty is not transferable. This limited warranty applies only to the original owner of the TIER flooring product at the site of original installation. If a TIER flooring product is moved to a new installation site, the warranty is deemed null and void. No representative, employee or agent of Eva-Last or any person other than the directors of Eva-Last have the authority to assume any additional liability or responsibility on behalf of or against Eva-Last.

The term “Eva-Last” refers to Eva-Last Hong Kong Limited. The terms “owner” refer to the original purchaser of a TIER flooring product.

The expected lifespan and performance of your TIER flooring product is influenced by several factors, including but not limited to the quality of installation, the preparation of the surface area onto which TIER flooring will be installed, the suitability of the application area and ongoing maintenance. It is the owners responsibility to ensure that all TIER flooring products are installed in compliance with all relevant building and/or safety codes and maintained optimally to ensure long-term durability.

Eva-Last will not be bound by any statement or representation related to the performance of TIER flooring products other than what is contained in this warranty.

This warranty is exclusive and in lieu of any other warranties expressed, implied or issued in respect of TIER flooring products for a particular purpose or non-infringement against other products. Eva-Last made significant efforts to inform about the correct installation process, maintenance and care and any associated risks of not following these guidelines. The owner assumes all risks and liabilities associated with the construction and installation.

If any TIER flooring product exhibits signs of failure, damage or degradation, it should be replaced or repaired immediately as it could pose a safety hazard. It is the responsibility of the owner to gather the information required and submit the information to Eva-Last to enable the assessment and adjudication of any warranty claim.

## NOTIFICATION OF A CLAIM

In the event that the owner deems the TIER flooring product to be defective, visit [www.tierflooring.co.za](http://www.tierflooring.co.za) and complete the warranty claim form. You will be required to submit evidence of purchase (such as a tax invoice and payment receipt), pictures of the affected products, and a detailed description within thirty (30) days following discovery of a concern.

If you fail to notify Eva-Last of a product failure, all obligations of Eva-Last under this limited warranty and all applicable implied warranties and conditions shall terminate. Notifying your flooring installer, contractor, dealer, retailer or home builder of possible product defects does not constitute official notice to Eva-Last. Only a completed warranty claim form submitted directly to Eva-Last will be considered.

Upon Submission of a warranty claim the owner will receive an email confirmation from Eva-Last. An Eva-Last support representative will be in contact to begin processing the claim. Once a claim is submitted, it must be evaluated and it may be necessary to gather additional information from the installation site. Therefore, no warranty claim can be entertained if the TIER flooring product is removed from the site of the failure or altered before a warranty claim assessment and subsequent adjudication can take place. In submitting a warranty claim, the owner agrees to assist Eva-Last in processing the claim throughout the entire process. Failure to assist, including but not limited to preventing the warranty claim from being investigated or adjudicated, will result in termination of this limited warranty. If a valid warranty claim is approved, Eva-Last will have a reasonable time after the approval to finalise the claim.

## ADDITIONAL LIMITATIONS

TIER flooring products are only warranted against normal usage as indoor flooring. Therefore, claims against damage due to any circumstance or cause other than normal use is specifically excluded from this warranty.

### **Such excluding conditions include, but are not limited to:**

- Improper installation of TIER flooring products.
- Use of TIER flooring products outside normal use, or in an application not recommended by the TIER flooring installation guide and local building codes at the time of installation.
- Installation of TIER flooring products which exhibit obvious manufacturing defects but are installed despite these defects.
- Movement, distortion, collapse or settling of the ground or the supporting floor on which the TIER flooring products are installed.
- Damage caused by the installation of TIER flooring products on an unstable surface, including but not limited to gypsum boards, lightweight aggregate concrete with density less than 1,400 kg/m<sup>3</sup>, particleboard, chip wood and pressboard.
- Damage caused by moisture within the structure onto which the TIER flooring product is installed.
- Damage caused by a flooding event.
- Damage caused by water or moisture except normal household spills.
- Staining from substances that are not normally used in a household or office settings, such as grease, oil, bitumen, rubber, or ink.

*Continues on the next page*

- Damage due to tapes, adhesives, punctures, or cuts.
- Damage caused by harsh or corrosive chemicals or cleaning agents, such as abrasive compounds, paints or stains solvents, metallic rust, strong acids, or strong bases including alkalis.
- Variations in uniformity of colour, variations or natural changes in colour, normal weathering, normal colour fading and natural efflorescence.
- Damage caused by heat sources, including fire or any other high levels of energy.
- Damage caused by improper handling, transport, storage, abuse or neglect of the TIER flooring product by the owner or a third parties.
- Damage caused by construction activities.
- Damage caused intentionally or by accident.
- Damage caused by loads improperly rolled or dragged across the surface the TIER flooring product.
- Damage caused by soccer boots, golf shoes, roller skates, skateboards.
- Damage caused by factors that are beyond the reasonable control of Eva-Last.
- Damage caused by any fixings or accessories not supplied by Eva-Last.
- Damage caused by applying abnormally heavy loads at various points on one installed area of TIER flooring, preventing the floating floor from being able to naturally expand and contract.
- Damage caused by failure to properly and promptly clean TIER flooring, as specified in the TIER™ flooring cleaning and care guide, or for any staining which could have been reasonably been prevented.
- Damage caused by furniture with sharp edges or improper castor wheels placed on TIER flooring products.
- Avoidable damage caused by the absence of felt furniture rest pads or unsuitable furniture rest pads.
- The floor will naturally wear over its lifetime, and it is understood that high traffic areas will wear quicker. Therefore, the warranty does not cover uneven wear in TIER flooring product caused by variations in traffic levels, provided the wear is in accordance with the standards as defined in BS EN 13329.
- Excessive wear due to the regular introduction of sand, grit or other hard abrasive particles onto TIER flooring product without immediately removing the particles and cleaning the affected area.
- Usage outside of the use classes in the warranty term table above as defined by BS EN ISO 10582.