

SAKKHO TEAK TILES - WARRANTY

(Last Updated April 2011)

Sakkho Teak Tiles – Limited Warranty

1. Sakkho® Teak Tiles are covered by a manufacturer's warranty against faulty workmanship and material. This warranty is not a wear and tear warranty and does not cover surface wear, alteration, repairs, abuse, misuse or degradation due to improper installation or maintenance; or any natural irregularities in the timber grain composing each tile. Due to the tiles being assembled by hand, minor asymmetries are excluded from this warranty.
2. While teak-wood is known to be resistant against warping, rotting, insect infestation or extreme conditions, this warranty does not cover any of the preceding once tiles have left the factory or title in the goods was passed on to the Purchaser.
3. The Purchaser as referred to in this document is defined in Sakkho Trading Terms & Conditions of Sale.
4. The statement mentioned in Section one (1), two (2) and three (3) above of this warranty is the only warranty, expressed or implied provided by Sakkho® for Sakkho Teak Tiles. No other warranty, express or implied is provided, including any warranty of fitness for particular purpose.

Sakkho Teak Tiles Warranty - General Principles

5. Teak tiles are qualified as a pre-assembled building material. Product fault due to workmanship and/or materials must be reported and returned to the warranty agent specified by Sakkho within a reasonable time after purchase and discovery.
6. Responsibility lies with the customer or reseller to return to and collect the goods from the specified warranty agent. All returns are subject to inspection of goods and will be repaired or replaced at the discretion of Sakkho.
7. No agreement to repair shall in any event act to extend the period of coverage of any warranty provided.
8. Sakkho may decide to manufacture the back of the tiles with another species of timber as a substitute to teak-wood; this shall be disclosed and communicated to the buyer and priced accordingly at Sakkho's discretion.
9. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty.
10. This warranty does not include the cost of labor occurred by installation. It does not apply to any products designated or sold as B-grade (previously used) which are sold "as is".
11. Under no circumstances shall Sakkho be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or form special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorneys fees, even if Sakkho or its representatives have been advised of the possibility of such damages before sale.
12. Under no circumstances shall Sakkho be obliged to cover the costs of old or new materials other than Sakkho® brand product, and any warranty thereto is limited to the warranty, if any, provided by the original manufacturer. In not event shall Sakkho liability exceed the amount it actually received upon distribution for the defective materials at issue.
13. All claims must be made in writing; and must include proof of purchase, evidence of the purchase date, the identity of the original Purchaser and the installation location; without such proof, no warranty coverage will apply.
14. This warranty gives you specific legal rights and you may have other rights, which vary, from state to state or country to country. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages, and such events, the exclusion or limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. To obtain service under this warranty, start with your dealer, or failing that, contact Sakkho.
15. Warranties for Sakkho® tiles are limited to the original purchaser and may not be assigned or transferred.
16. When imported and distributed in a country other than Australia, this limited liability will be passed on to Sakkho agent or the importer which will then be deemed to be the manufacturer; and subject to the country's applicable Laws and Regulations.

Liability Limitations – General Usage of Teak Tiles

17. Sakkho Teak Tile is intended for indoor or outdoor use for both residential and commercial settings, and for various building and design applications.
18. Tiles must be fitted or installed in accordance to instructions or installation provided by a qualified and licensed professional independent of Sakkho.
19. Any applications when the use of nails, bolts or screws is necessary require a pre-drilled pilot hole to avoid cracking slats of timber composing the tile.
20. Applications suggested by Sakkho must be used as a guide only.
21. It is recommended that tiles be regularly cleaned, maintained and protected using a teak coating or decking oil otherwise teak tiles left natural and untreated will slowly turn into a silvery gray colour overtime known as the "graying" process.
22. For best performance particularly when used outdoor, Sakkho recommends the use of appropriate coating as follow:
 - 22.1. Two coats after initial installation.
 - 22.2. Two coats after the first six months.
 - 22.3. Two coats after the first twelve months.
 - 22.4. Once or twice a year thereafter.
23. For better maintenance Sakkho recommends tile to be maintained at least two to four times a year when installed outdoors ensuring not to make the walking surface slippery by exceeding any necessary maintenance schedule when it is not required.
24. Terms included in this Warranty may also apply to any Sakkho timber tiles made out of any other timber species other than teak-wood when the tiles are manufactured and distributed by Sakkho.

Liability Limitations – Flooring, Decking, Seating Use

25. For any flooring, decking or seating applications it is a requirement for edges and the centre of each tile be adequately supported.
26. When the tiles are to be use as flooring or decking for medium to heavy walking traffic, it is recommended to use reinforced teak tiles.
27. Tiles with regular back (not reinforced with extra supporting slats) can be reinforced by registered builders, carpenters or any licensed professional using teak-wood, Meranti-wood, treated pine or any other suitable timber..
28. The responsibility to request and assess the suitability of teak tiles for a particular purpose lies with the buyer deemed to be the user.
29. Any flooring, decking applications must meet all regulations including but not limited to anti-slipping and tested accordingly by a qualified professional.
30. When a tile model is composed of slats of timber longer than twenty five centimeters, unless the tile is adequately reinforced, Sakkho strongly advise not to use ladders, stilettos or any items that could put strong pressure on such single slat of timber as they may break under extreme pressure unless properly supported or reinforced.

Jurisdiction

31. This warranty shall be governed by and construed according to the laws of the State of Victoria, Australia. The parties agree to submit to the non-exclusive jurisdiction of the Victorian courts and any courts from which appeals may be heard. Any provision of this Warranty held invalid, unenforceable or illegal for any reason is deemed deleted from this Warranty which shall remain in full force apart from those deleted provisions.