



Gaea Däck

Warranty

Terms and Conditions

Gaea Däck - Warranty Terms and Conditions

- The Warranties described below are given to **FIRST PURCHASER / OWNER** only and subject to the procedures, limitation, disclaimers and exclusions set forth herein.

- **Seng Liy Engineering (M) Sdn Bhd** (hereinafter "SENG LIY") provides following **Gaea Däck** product warranty terms :

1. If a claim under SENG LIY Product Warranty is accepted, SENG LIY will provide material as replacement of the affected area & affected boards only.
2. SENG LIY will provide the material in the original décor, color or species if available and of equal or greater value if the original is not available.
3. SENG LIY does not authorize any person to create for it any other obligation or liability in connection with this product.
4. This warranty is not transferable. It extends to the original and first end-customer.
5. Any warranty claim must be made in writing within 30 days after it has been detected. To make a claim, contact SENG LIY via

Email : warranty@gaea.com.my

Customer Service : +607-861 2730

WhatsApp : +6010-822 8730

6. Proof of purchase and a statement explaining the defect and date of products installed are required when requesting warranty service. Sales receipt or other documents that establish proof and date of purchase must be presented or sent to SENG LIY's authorized personnel. SENG LIY may request additional information.
7. Owner must allow SENG LIY's authorized personnel to enter into the property which the products are installed to inspect the possibility of a defect on the products.
8. Any controversy arising out of or relating to this warranty shall be governed by and in accordance with the substantive Law of Malaysia.
9. SENG LIY shall not be liable to the purchaser or any other person for any incidental, special or consequential damages, arising out of the breach of the warranty or any implied warranty (including merchantability).
10. This warranty constitutes the entire agreement shall be valid unless in writing and signed by SENG LIY's authorized personnel.

Terms and Conditions

- Warranty Coverage :

[PRODUCTS]

Seng Liy warrants to the original purchaser that, for a period of ten (10) years from the date of original purchase for residential, and five (5) years from the date of original purchase for commercial under normal use and service conditions, this warranty shall cover,

1. Moisture / Water Resistant (under non-submerge condition)
2. Termite Resistant
3. Surface Wear & Tear

The affected area should be visible from a standing position and cover a minimum area of 1/2 square inch / 1 square centimeter. Deck board edges peel off, wear through and shall not be considered covered under this warranty.

4. Flame Retardant
5. Resistant to Normal Household Floor Cleaning Agent
(excluded corrosive / strong chemical treatments)
6. Stain Resistant to Food & Beverage items

Provided that spilled stains are promptly and properly removed from the decking in accordance with Gaea Däck’s written aftercare handbook only, and which are not rubbed into the decking and the spill has not also contacted another material causing a chemical reaction.

[STRUCTURE]

Seng Liy warrants to the original purchaser that, for a period of ten (10) years from the date of original purchase for residential, and five (5) years from the date of original purchase for commercial, using SENG LIY’s recommended structure system, the warranty shall cover,

1. Structural Integrity
The deck system recommended by SENG LIY will remain free from manufacturing defects in assembly and milling.
2. Cracks, Bending and Warp Resistant

- Warranty chart :

1. Residential warranty

Period (Years)	Rate of Reimbursement (Based on product’s purchase price on years structural warranty)									
	1	2	3	4	5	6	7	8	9	10
Material	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%
Labour	100%	75%	50%	25%	10%	10%	10%	10%	10%	0%

2. Commercial warranty

Period (Years)	Rate of Reimbursement (Based on product’s purchase price on years structural warranty)				
	1	2	3	4	5
Material	80%	60%	40%	20%	10%
Labour	75%	50%	25%	10%	10%

- Residential / Commercial Application :

For purposes of this warranty, a “residential application” shall refer to an installation of the outdoor flooring on an individual residence, and a “commercial application” shall refer to any installation of the outdoor flooring other than on an individual residence.

- All Gaea Däck Warranty is limited warranties made subject to the following conditions :

1. The deck board must be installed and maintained in accordance with the instructions that accompanied the product. Improper surface preparation, installation or application will void this warranty.
2. The deck board may only be used according to the recommended level of use which is for light, moderate and heavy residential areas.
3. The decking must be used with SENG LIY’s recommended structure system to be eligible for this warranty.
4. This warranty excludes the accessories used.

- Gaea Däck Products when properly installed may experience slight separation of +- 4mm between boards. The slight separation is to leave a space for expansion and contraction during temperature changes. Hence, warranty will not cover the separation of gap in between boards.

- This warranty does not cover damages caused by the following situations :

1. Accidents, abuse or misuse of the deck : surface damage caused by dropping / dragging sharp / heavy objects.
2. Exposure to extreme temperatures.
3. Installation of product with visible manufacturing defects.
4. The deck boards were not installed according to the SENG LIY’s recommended instruction.
5. The correct underlay and/or vapor barriers have not been used as required for the subfloor in question.
6. Paint or other materials applied to the product. If paint or other coating materials are applied to the product, this warranty will be void.
7. Variations or changes in products’ colour.
8. Normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
9. Staining, spotting or discolouration due to foreign substances such as grease or oil, chemicals, not promptly and properly cleaned spilled stains, rubbed-in food stains, stains caused by interactions with another item, such as metal furniture.
10. The deck was not maintained or used properly according to the recommended usage or maintenance procedures: deck cleaning with excessive, industrial solvents, etc.
11. Deck boards warping, cupping or crowning due to heavy objects placed on top.
12. Damages caused by natural causes.

13. Surface defects that can only be seen from an angle source of light.
14. Deck boards damaged during renovations work by others.
15. Improper handling, storage, abuse or neglect by Purchaser, the transferee or third parties.
16. This warranty shall not cover and SENG LIY shall not be responsible for costs and expenses incurred with respect to the removal of affected product or the installation of replacement materials, including but not limited to labour and freight. Cost of accessories associated with replacement of damaged material and any other costs whatever are not covered by this warranty.

- Under no circumstances will SENG LIY be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and SENG LIY's liability with respect to defective product shall in no event exceed the replacement of such product or refund of the purchase price, as described above.

1. The warranty is valid for 1 (ONE) TIME CLAIM only within the warranty cover period.
2. SENG LIY reserves all rights to interpret the warranty claims and amend the T&C without prior notice.

- Liability can be claimed when,

1. The defect could not be noticed prior to installation of the deck board.
2. The defect is reported to SENG LIY in written form within 30 days after it has been noticed.
3. The written complaint has to be accompanied by order confirmation from SENG LIY for the product in question.
4. SENG LIY is allowed to check the said-to-be-defective deck floorboard on site.

- Within the scope of this warranty, SENG LIY has the sole discretion of

1. To deliver to the original point of sales any replacement material up to the current value of the defective deck board.
2. If the identical decor, color or species is not available, a suitable replacement will be delivered at SENG LIY sole discretion.
3. This warranty covers a replacement of the affected material only; it does not cover associated labour costs or any other related extra costs.



Whatsapp : +6010 822 8730
Website : www.gaea.com.my
Email : hello@gaea.com.my
Call (HQ) : +607 861 2730
Fax : +607 863 2730

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Seng Liy Engineering (M) Sdn. Bhd.
(1071644-P)

HEADQUARTERS

No. 28, Jalan Tiram 14,
Taman Perindustrian Tiram,
Jalan Sungai Tiram,
81800 Ulu Tiram,
Johor, Malaysia.

OFFICE (Kuala Lumpur)

B-07-09,
Gateway Corporate Suites,
Gateway Kiaramas,
No. 1, Jalan Desa Kiara,
Mont Kiara, 50480 Kuala Lumpur.

SHOWROOM

BMS MALL Unit A0106,
No. 6 Jalan Kencana Mas 2/1,
Kawasan Perindustrian Tebrau III,
81100 Johor Bahru,
Johor, Malaysia.