RESIDENTIAL USE LIFETIME WARRANTY

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1. Scope of application

This residential use warranty is offered by us and is worldwide applicable. This warranty applies to our vinyl flooring and thermoplastic composite flooring, purchased from authorised dealers, and installed and used residentially. Residential use is defined as normal household use.

2. Warranties

2.1 Wear-Out warranty

We warrant to the original purchaser that the wear layer on our flooring:

- Will not wear through the decorative surface. Scratches, indentation, or reduction in gloss level is not considered wear.
- Will not stain from normal household consumable items such as food or drink.
- Will not stain from pet (domestic cat or dog) stains, including urine, faeces, and vomit, providing it is immediately cleaned upon discovery. Stain resistance means the ability of the floor to resist (i.e., minimize or withstand) permanent stains for the warranty period.
- Will be resistant to damage from normal household spills.
- In its original manufactured condition, will be free from manufacturing defects.
  Starting from the date of purchase, but only if no exclusions are applicable, and only if all conditions are fulfilled.

2.2 Structural warranty

We warrant the original purchaser that our flooring:

- Will not delaminate.
- In its original manufactured condition, will be free from manufacturing defects.
  Starting from the date of purchase, but only if no exclusions are applicable, and only if all conditions are fulfilled.

2.3 Installation over a radiant-heated subfloor warranty

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and only if all conditions are fulfilled. This radiant-heated sub floor warranty is only applicable when at least the following cumulative requirements are fulfilled.

- The radiant heating system can be water pipe or electric under screed systems. Direct installation over electric coil that is not under screed is not recommended for some electric radiant heating systems and should be checked with manufacturer before commencing installation.
- The radiant heating system must incorporate electronic temperature controls and a floor temperature probe is recommended.
- Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.
- The surface temperature of the system does not exceed 81 degrees Fahrenheit (27 degrees Celsius).

2.4 Moisture warranty

We warrant that all vinyl flooring and thermoplastic composite flooring in its original manufactured state to the original purchaser from the date of purchase, under normal and reasonable use, and the surface, when properly installed, shall be resistant to damage from mopping or normal household spills. This means planks or tiles will not swell, buckle, or lose integrity. The moisture warranty does not cover flooding, leaking pipes, household mechanical failures, appliance leaks. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

3. Exclusions and conditions

3.1 General exclusions and conditions

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
- Damage arising from improper installation (for example installation on an unlevel subfloor and installation when there is not a sufficient perimeter expansion zone), improper care, improper maintenance, or improper use.
- Damage arising because the flooring is exposed to extreme cold (beneath 6 degrees Celsius), extreme heat (38 degrees Celsius).
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Damage caused by spills which are not removed promptly.
- Normal wear and tear of the flooring.
- Normal changes in colour, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Flooring area in direct sunlight for much of the day (Sunrooms, etc.) - or where the floor is laid in an area with large temperature fluctuations or excessive direct heat such as conservatories.
- Damage or fading caused by exposure to sunlight or excessive heat.
- Damage on the floorcovering caused by the exposure to extreme, uncontrolled temperature variations, temperature fluctuations must be within 6°C to 45°C range. Underfloor Heating Systems (UFH) must not exceed 27°C (surface temperature of subfloor to the underside of the floorcovering or underlay).

- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to the above.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).

- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Differences in aspect, colour, gloss, grain pattern and tone with the reference flooring sample in for example the store, showroom, or brochure/website illustrations.
- Variation caused by the installation of different production batches.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains, and other damage caused by exposure to "abrasives" such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.
- Damaged planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by the collections of dirt and moisture at entrances due to the lack of interior and exterior doormats.
- Damage caused by shoes having heel taps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on with spike-or stiletto-heeled shoes.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid (must use at least $^{1}/4$" hard board) on your floor and gently "walk" the item across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches to the floor.
- Damage caused by non-compliant casters on furniture. Barrel- type caster wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g., desk area), ensure a protective mat is used under the chair.
- Damage caused by hard narrow furniture rollers. They must be replaced with wide rubber rollers.
- Fading or discoloration due to excessive sunlight, or discolouration caused using latex or rubber-backed floor mats and rugs. Note that some synthetic backed mats/rugs contain soft plasticisers that are incorporated in the manufacturing process, these may migrate and discolour your floor, leaving permanent stains. This also includes rubber pads, rubber wheels, rubber tyres, rubber rollers, automotive tyres and the like.
- Minimal variations in colour, tone, shade or texture between samples or brochure illustrations and the actual floorcovering variation caused by the installation of different production batches.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than one square inch (25 square millimetres). This warranty does not apply to any products designated as B grade, cabin grades, Closeouts, seconds, factory special, non-standard items, and flooring sold "as is".

It is the responsibility of the purchaser and the installer, whether they are professionals or a do-yourselves, to inspect all flooring and area suitability before installation. If during inspection the purchaser or the installer knows/discovers or can reasonably be supposed to know/discover (for example when the default is visible), that the flooring has a visible manufacturing issue, or site conditions are not correct, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not yet been installed.

We do not allow or authorise any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchant ability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience, or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair or replace the flooring without our consent will void this warranty.

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each provision.

This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights.

No implied warranties extend beyond the term of this written warranty.

4. What you should do if any of the above listed problems occur

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable.

In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, moulding, underlay, moisture barrier, moulding, etc
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect.
- Provide additional information requested by the factory to understand the root cause of the issue.

5. What we will do

If we honour a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material or we will refund the price of the flooring. If the flooring was originally installed by a certified professional installer, and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labour costs to perform the repair or replacement.

All costs must be agreed by the company before work commences. The cost of labour to rectify will be limited and dependant on the time elapsed since installation.

This repair or replacement or refund will be a pro-rated percentage cost of the flooring and labour cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 3 years after purchase on flooring warranted for 15 years, then 80% (12/15th) of the flooring cost will be considered.

For Lifetime limited warranty products, the pro-rated warranty will apply for the first 30 years after the date of purchase. After those 30 years and until 50 years, the repair, replacement, or refund will be a maximum 5% of the original flooring purchase amount.

This warranty is limited to the designs, colours, structures, and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, colour, structure, and style that is like the original and that has a similar value. We will always try to consider the wish of the customer.