

## GERFLOR COMMERCIAL WARRANTY

### Products for domestic applications

#### ARTICLE 1 – Purpose and scope of the Warranty

Notwithstanding legal warranties relative to product **conformity**, GERFLOR grants any buyer of its Products for domestic applications, free of charge, a Commercial Warranty covering established defects of its **Products for domestic applications** (hereinafter the "**Product(s)**") that become apparent **after delivery** on the entire national territory (hereinafter the "**Warranty**").

#### ARTICLE 2 - Term of the Warranty

- 2.1. The term of the Warranty depends on the Product range, all references included, and on the thickness of the wear layer used for their production:

GERFLOR Range	Wear layer thickness	Term of the Warranty
Senso Natural / Rustic / Urban	Less than 0,5 mm	10 years
Senso 20 Lock		
Booster		
Virtuo 30	Less than 0,5 mm	12 years
Home Confort		
Texline		
Primetex		
Creation 30		
Home Clic		
Loftex		
Symphony		
Senso Clic		
Senso Adjust		
Senso Premium SA		
Topsilence Design		
Rigid 30 Lock		
Virtuo 55	More than 0,5 mm	15 years
HQR		
Senso Premium Clic		
Creation 55		
Creation 70		
My Creation 70		
Saga		
Saga Connect		
Taradal		
Attraction		
Mipolam		
Taralay		
My Taralay		
Tarasafe		
Tarastep		
Timberline		
Senso Premium Easy		
Rigid 55 Lock Acoustic		
DLW Linoleum (excluding Naturecore)		

- 2.2. The Warranty shall apply for any Products installed/laid in domestic premises, that is to say premises occupied by one(some) Consumer(s), whether the said Products have been bought by the latter(s) or by a professional (artisan, flooring fitter,...)

The Warranty shall be effective on or after **1<sup>st</sup> January 2020** and shall commence on the Product purchase date.

"Consumer" means any natural person acting for purposes outside the framework of a professional activity.

### **ARTICLE 3 - Application of the Warranty**

The Warranty shall apply provided that:

- the Product has been installed in **domestic premises**;
- the Product has been laid in accordance with good practices and any applicable regulations in force and, in all cases, in accordance with the most recent instructions for use applicable to the GERFLOR Product on its purchase date, **as specified on the GERFLOR international website, gerflor.com** ;
- the Product has been used in ordinary conditions and in compliance with the recommendations provided by GERFLOR on its international website, gerflor.com, on the purchase date of the Product, which means that it has been adequately protected against risks of scraping, scratching or piercing that may be caused particularly by legs or feet of furniture or any other sharp object;
- the Product has been regularly maintained in compliance with the recommendations provided by GERFLOR on its international website, gerflor.com, on the purchase date of the Product.

### **ARTICLE 4 - Exclusions**

4.1. The GERFLOR Commercial Warranty (Products for domestic applications) shall not apply to damage resulting from a cause not related to the Product, including but not limited to:

- use of the material for a purpose other than the intended purpose;
- fire, explosion, exceptional weather conditions or natural disasters;
- damage occurring during Product storage or handling prior to laying;
- defective installation;
- damage due to poor installation or improper preparation of the surface prior to laying the Product;
- damage due to the absence of appropriate protective covering (e.g. matting, etc.) on the Product;
- damage caused by the installation or moving of furniture without adequate protection of the Product and of the feet or legs of the furniture (e.g. plastic or felt protection);
- damage caused by sharp, cutting or piercing materials;
- stains, scratches, splashes, burns or any other marks caused by using the Product;
- damage caused by using the Product in a damp environment;
- accidents, chance events, losses of human life;
- design or construction errors;
- adhesive or adherence defect preventing the coating from bonding to the surface, be it concrete or any other material, caused by rising damp, trapped vapour or other;
- surface defects;
- failure by contractors or persons responsible for the installation to comply with the specifications and professional practices;
- defective joints and welds;
- random wear on certain areas of the surface;
- alteration to the gloss howsoever caused;
- changes to the initial appearance of the floor covering, especially in areas of intensive use and areas exposed to excessive use and particularly caused by the input of sand, gravel, dust and dirt in and around buildings;
- tinting or fading of the covering due to sunlight, heat or other;
- damage caused by negligence or inappropriate maintenance procedures or any other causes beyond the control of GERFLOR;
- damage due to stains, cuts, scratches, crushing, grooves, scrapes, perforations, tears and piercing caused by loads in excess of the specified static load limitation;
- burns and fading caused by residual carpet dye, by rubber or other synthetic material backings used for mats, or by painted or asphalt surfaces;

- damage due to the absence or insufficiency of protection on furniture legs and feet and the floor, or to any other improper use of the floor covering.
- 4.2. Furthermore, the GERFLOR Commercial Warranty (Products for domestic applications) shall not cover damage due to normal wear of the Product.
- 4.3. The presence of mould and/or water between the GERFLOR floor covering and the surface also excludes the warranty and can particularly cause the appearance of swells in the floor covering, or fading, stains and unpleasant odours.

**ARTICLE 5 - Warranty application**

- 5.1. Application of the Warranty is subject, firstly, to the original Product distributor’s approval and then to GERFLOR being notified of the Product **defect within 30 days of detection of the defect**, by email ([sat.international@gerflor.com](mailto:sat.international@gerflor.com)) or by registered letter with return receipt requested sent to:

GERFLOR  
 Warranty Service  
 Gerflor Technocentre  
 ZA du Cantubas  
 69170 Tarare, France

- 5.2. Notification must be sent with:
- a copy of the purchase invoice or the receipt;
  - the Product reference and, as applicable, the serial number marked on the Product label or packaging;
  - a precise description of the defect detected on the Product and/or one or more photographs of the defect detected on the Product.
- 5.3. GERFLOR reserves the right to inspect or to have the Product inspected by an authorised agent or representative and to take a sample of the Product on site for analysis.
- 5.4. If all or any part of the Product is effectively recognised as being defective **prior to being laid** and the Warranty is applicable, GERFLOR shall replace the defective part by providing the buyer or the end user, as applicable, via the distributor of the original Product, with an identical product, if the reference is still sold, or a product of equivalent quality in the product range existing at the time of the complaint, as soon as possible and at the latest within 60 days of receiving notification of the Product's defect.
- 5.5. Products replaced under the Warranty shall be guaranteed for the remaining term of the initial Warranty
- 5.6. If all or any part of the Product proves to be defective once the material has been laid and the Commercial Warranty (Products for domestic applications) is applicable, GERFLOR shall grant compensation based on a sliding scale according to the warranty period that has elapsed and taking account of the depreciation the Product has undergone by applying the following percentages:

<b>Time elapsed since Product purchase / delivery</b>	<b>Percentage of the initial purchase price of the Product refunded by GERFLOR</b>
between 0 and 1 year	100%
between 1 and 5 years	80%
between 5 and 10 years	50%
between 10 and 15 years	20%

- 5.7. The Warranty does not cover laying and/or removal costs which shall remain payable by the buyer or the end user. **It is exclusive of all other refund or extra compensation.**

## **ARTICLE 6 – Miscellaneous**

- 6.1. This Warranty is the only warranty offered by GERFLOR in respect of its Products.
- 6.2. The stipulated Warranty obligations, terms of validity or exclusions may not be amended, limited or revised in any manner by any distributor, retailer or fitter of GERFLOR Products.
- 6.3. Should any provisions of the Warranty contradict any applicable national legislation, such provisions shall be deemed amended so as to be compliant with the applicable law, the other provisions of the Warranty remaining in full force and effect in relation to the beneficiary of the Warranty.
- 6.4. For Consumers having a residence in France, it is necessary to report to the GERFLOR Commercial Warranty (Products for domestic applications) applicable on the French Territory (“GARANTIE COMMERCIALE GERFLOR, Produits à usage domestique, FRANCE”).

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