

## PROFESSIONAL SALES - LIMITED WARRANTY

### Scope

For a period of **10 years** from the date of purchase as specified on the invoice, Tarkett makes the following limited warranty, subject to the terms and conditions specified herein, for:

- all Tarkett's Wall and Floor covering commercial and semi-commercial resilient products,
- all Tarkett laminate floor coverings for commercial use,
- all Tarkett 13 to 22 mm wood floor coverings,
- all Tarkett floor coverings intended for indoor sport use excluding Sportable S1 wood floor for which warranty is limited to 5 years, (hereinafter the "Products").

This limited warranty applies to Products purchased as from 1<sup>st</sup> of December 2009.

### Coverage

Tarkett warrants the Products against:

- visible defects reported before installation,
- defects in material or workmanship during normal and ordinary use, as defined in Tarkett technical documentation and in the appropriate Australian standards.

### Warranty conditions

If the customer believes the Product to be defective, the customer must promptly notify Tarkett and permit an inspection of the Product. If necessary, Tarkett reserves the right at its discretion to remove from the site a quantity of the Product for laboratory analysis.

Tarkett will replace any defective Product at no charge if the Product is proven to be defective prior to installation. If installation is in process, it shall be stopped on the day the defect is noticed otherwise the warranty shall not apply.

If, upon inspection, Tarkett determines in its sole discretion the Product to be defective, subject to the limitations contained in this warranty, Tarkett will, at its option, either replace the defective Product at its cost in the affected room or area or refund to the customer an amount equal to  $[A \times B \times (C - D)]/C$  where:

A = the area of defective Product rounded up to the next whole square meter)

B = price per square meter paid for the defective Product

C = warranty period (in months) for the defective Product

D = the period from date of invoice of the defective Product to date of notification of defect (in complete months, rounded down).

Should Tarkett be unable to perform the replacement with an identical Product, the Product closest to the original in appearance and quality will be used. Tarkett may also refund at its discretion labor costs upon presentation of receipts by the customer. Under no circumstance shall Tarkett's refund exceed the purchase price of the defective Products.

Product repairs or replacements performed under the terms of this warranty shall not result in any extension whatsoever of the warranty. If however, the cause of the defect is found to be outside the scope of the warranty, Tarkett reserves the right to charge the customer for the cost of the inspection.

Any repairs deemed necessary by Tarkett during an inspection of the Product which are the responsibility of the customer (or its agents, contractors, employees or invitees) must be carried out at the customer's expense in accordance with Tarkett's recommendations for the warranty to continue during the warranty period.

### Terms of validity

Tarkett warranty will be valid provided that the following cumulative conditions have been met:

- The customer must give Tarkett written notice of any claimed defect immediately upon learning of the defect and in no event more than 30 days after the claimed defect is discovered. The claim shall be sent to Tarkett Australia – 16 Anella Ave Castle Hill NSW 2154. A copy of the purchase invoice shall be attached to the claim.
- The product must be suitable for the use intended, in accordance with recommended use specified by Tarkett.

- The subfloor is suitable for the application of any of the above mentioned Tarkett Products (see the Tarkett technical specification sheet) and all accessories, such as subfloor preparation, adhesives, welding rods etc. must be approved by Tarkett.
- The installation of the Product shall be made in accordance with the industry standard and with the updated laying instructions applicable to the Product.
- The accessories such as subfloor preparation, adhesives, welding rods etc. shall be used in accordance with the industry standard and with the updated laying instructions applicable to the Product.
- An adequate maintenance program must be put in place immediately after installation, and this must encompass an adequate dirt barrier at all entrance points where an entrance from the exterior or from heavily soiled areas is possible.
- The Products are to be maintained in accordance with Tarkett cleaning instructions.

### Excluded from Warranty

These warranties do not apply to the following:

1. The exact matching of shade, color or mottling.
2. Tears, burns, cuts or damages caused by uses, maintenance and installation that are contrary to Tarkett specifications, recommendations or instructions.
3. Labor costs for installation of original material.
4. Problems caused by moisture, hydrostatic pressure, alkali in the subfloor, or discoloration of the Product caused by the use on the subfloor of any pen, marker or paint whatsoever which migrates through the Product.
5. Material installed with obvious defects.
6. Installation of Tarkett Products with adhesives other than those recommended by Tarkett.
7. Humidity coming from wrong maintenance or any leakage especially for wood products.
8. Exterior installations. Tarkett Products are designed for interior applications only.
9. Fading and/or discoloration resulting from heavy sunlight penetration and ultra-violet ray exposure from direct or glass filtered sunlight.
10. Damage to Products from pallet jack and tow motor traffic.
11. Premature wear and deterioration from high or spike heels and/or skate blade exposure or non adapted furniture. It must also be ensured that the bottom supports of furniture and chair castors are such that they will not damage the surface of the Products.
12. This warranty is invalid if damage is caused as a result of fire, accident, including aggressive chemical attack or lack of entrance barrier matting, explosion, pollution, flood, freezing conditions, lightning, carelessness, vandalism or damage during transport, storage and handling before or during installation.
13. The warranty excludes all damage which has occurred to the Product as a result of abrasions from external elements: sand, grit, bitumen, building materials, etc;
14. Are furthermore excluded from the warranty stains connected with external sources, paints, tar, bitumen, dye stuffs, regenerated rubber castors and chair legs.

### Miscellaneous

This express limited warranty constitutes the sole warranty provided by Tarkett and Tarkett makes no other warranty, either express or implied, of any kind. This warranty supersedes all prior discussions, negotiations, understandings and agreements between Tarkett and the customer concerning the subject matter hereof.

To the extent allowed by local law, Tarkett shall not be liable for loss of profits, direct, indirect, incidental, special, consequential or other damages under this limited warranty or from any cause whatsoever, whether based upon warranty, negligence, breach of contract, strict liability or any other legal theory.

This warranty gives you specific rights and you may also have rights which may vary from country to country.

To the extent that this limited warranty is inconsistent with a local law, this limited warranty shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this limited warranty may not apply to the customer.

### Installation, Use & Maintenance

For installation and maintenance instructions contact Tarkett or visit [www.tarkett.com.au](http://www.tarkett.com.au)

For warranty to apply, adhesives, welding rods and/or under layer approved by Tarkett must be used for installation. See specific product listing for proper adhesive, welding rods and under layer requirements.