



THE ULTIMATE FLOORING EXPERIENCE

## 15-Year Limited Warranty For Use in Housing Premises

### Luxury Vinyl Tiles (LVT)

#### Scope

For a period of 15 years from the date of purchase as specified on the invoice, Tarkett warrants, subject to the terms and conditions specified herein:

- LVT (Luxury Vinyl Tiles) (hereinafter the “**Product**”), excluding iD Inspiration Click

This Warranty applies only to floor coverings classified as first-choice Products, installed according to the state of art and Tarkett’s instructions, and subject to the domestic, normal and ordinary use intended, in accordance with the specifications in the Tarkett technical documentation.

This limited Warranty applies to Products purchased as from 1<sup>st</sup> of January 2013.

#### Coverage

Tarkett warrants the Products against:

- apparent defects, indicated to Tarkett or to the retailer prior to installation, such as: defects of appearance, structural defects, indelible stains, defects on the backing, other than backing impressions.
- manufacturing defects, indicated to Tarkett or to the retailer during the Warranty period, causing after a time an abnormal change such as early wear.

#### Conditions of applicability

The present Warranty will apply provided that all of the following conditions are adhered to:

##### Installation

The Product must have been installed in accordance with Tarkett instructions, with the most recent installations instructions and with the state of art.

##### Usage

The Product must be used in accordance with the recommendations for use specified by Tarkett technical documentation.

The underlying structure must be suitable to the installation of the Product (see the Tarkett data sheet) and all accessories, such as subfloor preparation, adhesives shall be used in accordance with the state of art and with the updated laying instructions applicable to the Product.

##### Maintenance

Maintenance must have been carried out in accordance with Tarkett recommendations that will be found in the installation instructions accompanying the Product or are available on request. The maintenance program must encompass an adequate dirt barrier at all entrance points where an entrance from the exterior or from heavily soiled areas is possible.

#### Claims under the Warranty

Any defect shall be promptly notified to Tarkett or the retailer in writing after it is discovered, and in no event in more than 30 days, to the following address:

#### Tarkett Australia Pty. Ltd.

16 Anella Avenue  
Castle Hill - NSW 2154  
\$ 8 6 7 5 \$ / , \$ #  
Tel: + 6 1 2 8 8 5 3 1 2 - 0 0  
Fax: + 6 1 2 9 8 9 9 2 3 1 4

The claim must be accompanied by:

- a copy of the invoice,
- the manufacturing serial number shown on the reverse of the strips and/or packaging,
- one or more photographs and an accurate description of the defect or fault detected.

Tarkett will replace any defective Product at no charge if the Product is proven to be defective prior to installation.

If the defect or fault is discovered during installation, installation must be stopped immediately; otherwise the Warranty shall not apply.

The purchaser shall authorise Tarkett to inspect the Product. If deemed necessary, Tarkett reserves the right, at its discretion, to require a sampling showing the defect for laboratory analysis.

For any defect found on a Product covered by the Tarkett Warranty, provided that the defect is found to be in the scope of the Warranty, and the conditions of applicability, have been met, compensation shall be granted.

Such compensation shall not exceed, under any circumstances, the purchase price of the defective Product. The taking up cost, the installation dismantling cost (partitions, furniture, ...), the cost of laying and of material possibly used for laying (glue, skirting boards, ...) are excluded.

The compensation shall be digressive relative to the elapsed time of the Warranty period, taking into account the depreciation of the Product:

≤ 2 years	100%
≤ 4	80
≤ 6	60
≤ 10	40
≤ 15	20

## **Exclusions from Warranty**

This Warranty does not apply to the following:

1. Products sold of “Seconds”, “Off Goods” or other irregular, non first quality. “Seconds” or “Off goods” are sold “as is”.
2. Defects caused by an improper installation, contravening the state of art and the updated laying instructions specified by Tarkett, applicable to the Product.
3. Mishandled products or products subjected to a use other than domestic or unsuitable stored.
4. This Warranty is null and void if damage is caused as a result of fire, accident, including aggressive chemical attack, explosion, pollution, flood, freezing conditions, lightning, carelessness, vandalism or lack of entrance barrier matting or damage during transport, storage and handling before or during installation.
5. Products which are cut or laid with an apparent defect.
6. Products having been unsuitable maintained, in a way not complying with the maintenance instructions and recommendations specified by Tarkett.
7. Products for which deterioration is due to an uneven subfloor.
8. Differences in colour, gloss and embossing structure between the Products sold and pictures or samples and, in the case of purchasing contracts, differences in manufacturing, including colour differences between different production batches.
9. Damages caused by stains, burns, cuts, grooves, friction, accidental indentations, loss of colour

caused by carpet backs, painted surfaces, yellowing related to an external product (asphalt, tar,...).

10. Indentation from high and spiked heels and unprotected legs of tables, chairs, or other furniture.
11. Fading and/or discoloration.
12. Failure to comply with the recommended hygrometry levels before, during and after installation.
13. Stains, discoloration or any damages caused by the migration of the adhesives.

## **Miscellaneous**

**This express limited Warranty constitutes the sole warranty provided by Tarkett. 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.**

None of our installers, retailers, distributors or employees has been granted the right to modify the obligations, disclaimers, exclusions or limitations under this express Warranty.

**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 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 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 Warranty may not apply to the customer. Nevertheless, the remainder provisions of this Warranty shall remain in full force and effect and shall not be affected thereby.