



**Consumer Sales Limited
Warranty
30 years**

MARTY PARQUETS

Scope

Tarkett guarantees MARTY parquets (hereinafter the "Products") for a period of 30 years for a domestic use, under the following conditions, starting from the purchase date shown on the invoice.

The present Warranty covers parquets purchased from 1st of January 2013 onwards.

Coverage

Tarkett guarantees its Products against:

- apparent defects reported prior to installation;
- manufacturing faults or faults due to poor workmanship that appear in normal use of the parquet, as defined in Tarkett's technical documentation and in compliance with the European regulations (EN).

Conditions of applicability

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

- The Product must have been installed in accordance with Tarkett prescriptions, with the most recent installation instructions and with the state of art.
- The Product must be used in accordance with the recommendations for use specified by Tarkett's technical documentation.
- The Product must have been installed in appropriate premises in accordance with the application class outlined in standard XP B53-669 dated January 2003.

- The underlying structure must be suitable to the installation of parquets (see the Tarkett data sheet) and all accessories must comply with the recommendations given in the Tarkett technical documentation.
- The accessories shall be used in accordance with the state of art and with the updated laying instructions applicable to the Product.
- Maintenance must have been carried out in accordance with Tarkett recommendations that will be found in the installation instructions accompanying the Product or available upon 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 Warranty

The purchaser must give Tarkett written notice of the claim, within 30 days of the discovery of the fault or defect to the following address:

Tarkett Australia Pty. Ltd

16 Anella Avenue
Castle Hill - NSW 2154
AUSTRALIA
Tel: + 61 2 8853 12-00
Fax: + 61 2 9899 2314

The claim must be accompanied by:

- a copy of the invoice,
- the manufacturing serial number shown on the reverse of the strips and/or on the 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 must allow a Tarkett

representative to examine the facts of the claim on site.

If, upon inspection, Tarkett determines at its sole discretion that the claim is justified, subject to the limitations contained in this Warranty, Tarkett will replace the Product, either in whole or in part, at its cost, with identical or similar parquet.

Should Tarkett be unable to perform the replacement with an identical Product, the Product closest to the original in appearance and technical characteristics 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 Product.

The replacement of the defective Product carried out in accordance with the terms of the present Warranty shall not result in any extension whatsoever of the Warranty.

If however the cause of the defect falls outside the scope of the Warranty, Tarkett reserves the right to invoice the customer for the costs incurred in the inspection. Any repairs deemed necessary by Tarkett during an inspection of the Product that fall within the responsibility of the customer (or of its agents, entrepreneurs, staff or guests) must be carried out at the customer's expense and in accordance with Tarkett's recommendations for the Warranty to be maintained during the Warranty period.

Exclusions from Warranty

The following are excluded from the Warranty:

1. Sale of "Seconds," "Off Goods" or other irregular (non-first quality) Products. "Seconds" or "Off Goods" are sold "as is".
2. Labour costs for installation of original material.
3. Boards whose apparent defects were not reported prior to installation.
4. Installation of the Products with

- adhesives or accessories other than those recommended by Tarkett and/or the producer of such adhesives.
5. Exterior installations. Tarkett Products are designed for interior applications only.
 6. Fading and/or discoloration.
 7. Products that have not been stored and/or installed and/or maintained in accordance with the conditions set out in the Tarkett specifications.
 8. Damage arising from negligence (impact with a foreign body...) faulty or non-existent maintenance or accident, contingency or force majeure (theft, fire, water damage etc.).
 9. Differences of appearance with any samples, panels, or other visual display materials exhibited on the vendor's premises.
 10. Deterioration resulting from normal wear and tear (superficial scratches, stains and other traces of daily use etc.) or from the natural ageing of the Product.
 11. Indents to the wood (high heels, impact of heavy objects, other unusual loads that may leave marks on the floor etc.) and degradation of the finish (varnish, oil, dye) due to abrasion (chairs on castors, sand etc.). Are furthermore excluded from the warranty stains connected with external sources, paints, tar, bitumen, dye stuffs, regenerated rubber castors and chair legs.
 12. Installation in a humid room (bathroom, kitchen), unless both product and installation method are suited to the application.
 13. This Warranty is null and void 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.
 14. 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.
 15. Failure to comply with the recommended hygrometry levels before, during and after installation.

16. Failure to comply with the recommended conditions of use of under floor heating set out in the Tarkett specifications.

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 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.