



THE ULTIMATE FLOORING EXPERIENCE

5-10-15-20 Years Limited Warranty For use in Housing Premises

Resilient Residential (RR)

Scope

For a period of **5, 10, 15 years and 20 years**, depending on the Product, 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:

RR rolls (5, 10 or 15 years depending on the products from the following ranges, as indicated on the label)

- Range Exclusive
- Range Essentials
- Range Rhinofloor

RR modular

- Starfloor (10 years)
- Floor in a Box (10 years)
- Starfloor Click 30 (15 years)
- Starfloor Click 50 (20 years)
- iD Essential 30 (15 years)

(Hereinafter the “**Products**”).

This limited Warranty applies to Products purchased as from 1st of January 2014.

Coverage

Tarkett warrants the Products against:

- apparent defects, indicated to Tarkett or to the retailer prior to laying, 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

This Warranty will apply provided that all the conditions hereinafter mentioned have been observed:

Installation

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

Maintenance

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.

Use

The Product must be used in accordance with recommended use specified by Tarkett technical documentation.

The accessories such as subfloor preparation, adhesives, welding rods etc. shall be used in accordance with the state of art and with the updated laying instructions applicable to the Product.

Claims under Warranty

Any defect shall be promptly notified to Tarkett or the retailer, in writing, in no event in more than 30 days, after it is discovered, 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 packaging,
- one or more photographs and an accurate description of the defect detected.

Tarkett shall 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 client must allow a Tarkett representative to examine the facts of the claim on site. If deemed necessary, Tarkett reserves its right to require a sampling in order to analyze it in its laboratories.

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.

The compensation covers the purchase price of the Product, but excludes the taking up cost, the installation dismantling cost (partitions, furniture...), the cost of laying and of material possibly used for laying (glue, skirting boards...).

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

For 20 years Warranty:

≤ 2	100%
≤ 5	80
≤ 10	60
≤ 15	40
≤ 20	20

For 15 years Warranty:

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

For 10 years Warranty:

≤ 2	100%
≤ 4	75
≤ 7	50
≤ 10	20

For 5 years Warranty

≤ 2	80%
≤ 3	60
≤ 4	40
≤ 5	20

Exclusions from Warranty

The 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 with visible defects that were cut or installed nonetheless.
6. Products having been improperly maintained, in a way not complying with the maintenance instructions and specifications made 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 case of purchasing contracts, variation in manufacturing, including colour change between different production batches.
9. Damages caused by stains, burns, cuts, grooves, friction, scratches, accidental indentations, loss of colour caused by carpet backs, painted

surfaces, yellowing related to an external product (asphalt, tar,...).

10. Fading and/or discoloration.
11. Defects and damages caused by inappropriate castors of chairs, tables, or other furniture.
12. Colouring caused by feet of waxed pieces of furniture likely to leave indelible marks.
13. Indentation from high and spiked heels.
14. Failure to comply with the recommended hygrometry levels before, during and after installation.
15. 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.