

**TARKETT WOOD  
5-TECH  
7 AND 20 YEARS  
“WEARING  
THROUGH”  
WARRANTY  
FOR USE IN  
HOUSING PREMISES**

Tarkett's more than 120 years experience constitutes an exciting industrial history characterized by visionary development. At the beginning of the 1940s we developed and patented a new stable floor system, where the core's fibres are bonded perpendicular to the other two.

Most Tarkett floors are still produced according to this principle. This makes cross laminated floors easier to install and maintain, minimizing the natural movements of wood and giving much better stability to the floors. Though material and thickness vary in our different floors the construction principle remains substantially the same.

#### Scope and coverage

Tarkett's 5Tech lacquer and matt lacquer are developed to protect your wood flooring (hereinafter the "Product") for housing premises, against wearing through the wear layer.

- The 20 years Warranty covers all our Tarkett branded 12 to 22 mm Products with 5Tech.
- The 7 years Warranty covers all our Tarkett branded thin veneer Products with 5Tech.

from the date of purchase, **provided that the Product was delivered as from January 1<sup>st</sup> 2013.**

#### 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 state of art, and with Tarkett updated laying instructions.

##### Maintenance

Maintenance must have been carried out in accordance with Tarkett recommendations.

##### Use

The Product must have been installed in housing premises and been used in accordance with recommended use specified by Tarkett technical documentation.

#### Claims under Warranty

Any defect shall be promptly notified to Tarkett or the retailer after it is discovered, and in no event in more than 30 days, by registered letter with acknowledgement of receipt to the following address:

#### Tarkett Australia Pty. Ltd

16 Anella Avenue  
Castle Hill - NSW 2154  
\$8675\$/,\$#  
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 or fault detected.

The defect shall be acknowledged after examination of the flooring by a Tarkett representative or a duly qualified authorized agent.

Tarkett reserves its right to require a sampling with the

defect observed in order to analyze it in its laboratories.

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

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, replacement of the defective Product shall be granted.

Tarkett's liability shall, in no event, exceed the purchase price of the Product.

#### Exclusions from Warranty

The Warranty does not apply to the following:

- Fading and/or discoloration.
- Products that have not been stored and/or installed and/or maintained in accordance with the conditions set out in the Tarkett specifications.
- Differences of appearance with any samples, panels, or other visual display materials exhibited on the vendor's premises.
- 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.
- 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.).
- Installation in a humid room (bathroom, kitchen),

unless both product and installation method are suited to the application.

- 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.
- Are furthermore excluded from the warranty stains connected with external sources, paints, tar, bitumen, dye stuffs, regenerated rubber castors and chair legs.
- Damages caused by hydrostatic pressure, alkali in the underlying structure, or discoloration of the Product by the use on the subfloor of any pen, marker, adhesives or paint whatsoever which migrates through the Product.
- Failure to comply with the recommended hygrometry levels before, during and after installation.

**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.

#### **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.