

INSTALLATION PROTOCOLE

14_WARRANTY CONDITIONS

The present guarantee conditions are intended for application to the floor covering (“the Product”) manufactured and/or commercialised by the company ALSAFLOORING (“the Manufacturer”) under the brand name and/or title of the ALSAFLOOR, ALSAPRO and HOMFLOR, and any other title or brand name that may be registered.

A. Scope of warranty

In addition to the statutory guarantee, the Product is guaranteed in respect of any defect caused by defective materials, manufacture or design on condition that each of the points set out below obtain.

This contractual guarantee is limited to the replacement free of charge (including transport costs) of the defective Product by an identical product or one of equivalent quality if such is not available. The guarantee does not cover the cost of labour and transport incurred in lifting and relaying the Product or any other related expense (moving furniture, etc).

To know the EN13329 Technical Requirements, please refer to Document 1.

B. Duration and nature of warranty

The defect must be notified within a period of 25 years and 35 years for some ranges commencing on the date on which the Product was originally bought; this date is indicated on the purchase invoice of the original final consumer, in the form of the shop till receipt of wholesaler’s invoice (“the Seller”).

The guarantee shall nevertheless operate on a sliding scale to take account of wear and tear caused by age, reducing by 1/25th each year.

The present guarantee applies to the original final consumer and may not be transferred to a third party.

C. Laying

The obligations of the Manufacturer are limited to supplying a Product, not laid, with instructions for laying it and for its use and maintenance, in accordance with its intended use, according to the standards in force. Any other services, in respect of

either installation or any other action, are carried out under the full responsibility of the purchaser and/or final consumer.

Accordingly, the guarantee cannot be invoked in the event of the appearance of defects as a result of faulty laying carried out by the final consumer and/or his/her service provider.

The purchaser assumes full responsibility for the final inspection of the product before laying. **Consequently, the present guarantee only covers obvious defects if these are discovered when the product is being unpacked or laid.** As appropriate, the purchaser is obliged to stop laying immediately and inform the Seller without delay.

When the product is laid by a professional retailer, the latter shall undertake to install the product under his/its own responsibility, in accordance with normal professional practice, abiding by the regulations in force in the country where the Product is being laid and by the Manufacturer's recommendations, and to give the final consumer the instructions for the use and maintenance of the Product.

D. Application of warranty

To claim application of the guarantee, the Purchaser must contact the Seller and present proof of purchase (invoice or till receipt).

Once the Product has been laid, application of the present guarantee shall be subject to the Manufacturer's appreciation of whether or not the claim is justified. Consequently, the Manufacturer must be able to inspect the Product and note the reported defect. The Manufacturer reserves a period of 30 days to check whether the claim is justified or not before allowing the guarantee to be applied. During this period, the purchaser – either directly or through a third-party service provider – may not carry out any replacement or repair, otherwise the guarantee would not be applicable.

Replacement of all or part of the Product in application of the present guarantee shall not extend the duration of the initial guarantee.

E. Exclusions

Apart from the exclusions relating to the specific circumstances set out above, the cases listed below shall be systematically excluded from the present guarantee:

- Any defect arising from the failure to respect or observe the recommendations contained in the instructions for laying or the instructions contained in the Manufacturer's instructions for use and/or maintenance;
- Any loss or material or non-pecuniary prejudice suffered further to the discovery of a defect covered by the present contractual guarantee;

- Failure to respect trade standards, norms, technical instructions and/or the provisions of legislation and regulations on the subject, and more particularly heavier traffic than that recommended for the category of classification;
- Any defect that becomes apparent further to the use on the Product of or contact with – whether deliberate or not – products that are or are generally recognised to be harmful;
- Any defect caused by negligence of any kind or by exposing the Product to external conditions affecting the material;
- Premature wear of the surface of the Product where this represents less than 10% of the total area laid;
- Defects caused by external aggressive factors of any kind whatsoever, whether deliberate or not, such as punching caused by heels, contact with and impacts caused by various objects, particularly where such objects are pointed and/or sharp; traces and marks left by furniture, insects and/or household pets;
- Defects caused by the action and/or effect of water in any form whatsoever;
- Changes in colour caused by the effects of natural light and the sun's ultraviolet radiation – this is a natural phenomenon, producing a patina on the wood – or any other alteration of the shine or polish of the Product;
- Products not paid for in full and Products classified as seconds and sold as such.

Failure to respect the conditions set out above shall terminate entitlement to the present guarantee.