

Luxury vinyl tiles and non-PVC modular tiles



Warranties

Commercial warranties
for use in housing premises

SCOPE

For a period of **5, 10, 15 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:

LVT (Luxury Vinyl Tile)

- iD Inspiration 30 (15 years)
- iD Inspiration 55 (20 years)
- iD Inspiration 70 (20 years)
- iD Inspiration Click Solid 30 (15 years)
- iD Inspiration Click Solid 55 (20 years)
- iD Inspiration Click Solid 70 HT (20 years)
- Elegance Rigid 55 (20 years)
- iD Click Ultimate 30 (15 years)
- iD Click Ultimate 55 (20 years)
- iD Click Ultimate 70 (20 years)

Non-PVC modular tile

- iD Evolution (10 years)

(hereinafter the "**Products**").

This limited Warranty applies to Products purchased as from January 1st 2020.

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 Commercial Warranty period, causing after a time an abnormal change such as early wear.

CONDITIONS OF APPLICABILITY

This Commercial 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 the 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 THE COMMERCIAL 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- 1 Terrasse Bellini -
Tour Initiale - 92919 Paris La Defense**

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 Commercial 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 Commercial Warranty, provided that the defect is found to be in the scope of the Commercial 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 Commercial 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 Commercial 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 Commercial 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 that have been improperly maintained, 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. 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 Commercial Warranty constitutes the sole warranty provided by Tarkett. Tarkett makes no other warranty, either express or implied, of any kind.

This Commercial 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 Commercial 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 Commercial Warranty or from any cause whatsoever, whether based upon warranty, negligence, breach of contract, strict liability or any other legal theory.

This Commercial Warranty gives you specific rights, and you may also have rights which may vary from country to country.

This Commercial Warranty does not affect or limit the customer's statutory warranty rights according to the local applicable law.

If you are a consumer, meaning a natural person who, in relation to the purchase of Products, acted for purposes which are outside your trade, business, craft or profession, you are entitled by law to remedies from the seller free of charge in the event of a lack of conformity of the goods and those remedies are not affected by this Commercial Warranty.

To the extent that this Commercial Warranty is inconsistent with a local law, this limited Commercial Warranty shall be deemed modified to be consistent with such local law. Nevertheless, the remainder provisions of this Commercial Warranty shall remain in full force and effect and shall not be affected thereby.