

DESSO branded commercial carpet

Limited warranty

PROFESSIONAL USE

Scope

Tarkett/Desso (hereinafter “**Tarkett**”) offers a warranty against faulty materials and workmanship, providing protection against premature wear for the hereafter specified periods from the date of purchase as indicated on the invoice, subject to the terms and conditions provided herein, for Desso branded commercial use carpets and whatever the type of backing used by Tarkett may be (hereinafter the “**Warranty**”):

- **5 years for carpets with polypropylene pile yarns, all commercial cut pile products and products with either a Class 32 (commercial – general use), Class 31 (commercial – moderate use) or Class 22 (Domestic – moderate use) as specified on the technical specification sheet**
- **10 years for commercial loop pile and fibrebonded products with a Class 33 (commercial – heavy use) as specified on the technical specification sheet**

(Hereinafter the “**Products**”)

This limited Warranty applies to Products purchased as from January 1st 2017.

Coverage

Tarkett warrants the Products against:

- visible manufacturing defects reported before installation;
- abnormal wear and defects in material or workmanship during normal and ordinary use, as defined in Tarkett’s technical documentation of the Products and in the appropriate EN standards.

Conditions of applicability

The present Warranty will be valid provided the following cumulative conditions have been observed:

- The Product must be used in accordance with recommended use specified in Tarkett’s technical documentation for the Product.
- The installation of the Product shall be made in accordance with applicable

local standards, Tarkett’s updated laying instructions applicable to the Product, as well as Tarkett’ standard recommendations to a smooth, level and dry floor.

- The accessories such as adhesives shall be used in accordance with Tarkett’s standard recommendations and with the updated laying instructions applicable to the Product.
- The Products are to be maintained in accordance with Tarkett’s recommendations that will be found in the installation instructions accompanying the Product or available on request.

Claims under Warranty

The customer must give Tarkett written notice of any claimed defect immediately upon learning of the defect and in no event more than 30 days after the claimed defect is discovered. The claim shall be sent to your local sales representative.

The claim must be accompanied by:

- a copy of the invoice,
- the manufacturing serial number shown on the reverse and/or on the packaging, delivery slip
- one or more photographs, and an accurate description of the defect or fault detected.

The customer must permit an inspection of the Product by Tarkett in the area in which it was installed.

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

If installation is in process, it shall be stopped on the day the defect is noticed otherwise the Warranty shall not apply.

If, upon inspection, Tarkett determines at its sole discretion the Product to be defective, subject to the limitations contained in this Warranty, Tarkett will, at its option:

- Either replace the defective Product at its cost in the affected room or area.
Should Tarkett be unable to perform the replacement with an identical Product, the Product closest to the original in appearance and quality will be used.

Or Tarkett will refund to the customer an amount calculated according to the formula set forth below:

$$A \times B \times (C - D) \\ C$$

Where

A = the area of defective Product (rounded up to the next whole square meter)

B = price per square meter paid for the defective Product

C = Warranty period (in months) for the defective Product

D = the period from date of invoice of the defective Product to date of notification of defect (in complete months, rounded down).

Under no circumstance shall Tarkett’s refund exceed the purchase price of the defective Product.

Product repairs or replacements performed under the terms of this Warranty shall not result in any extension whatsoever of the Warranty.

If however, the cause of the defect is found to be outside the scope of the Warranty, Tarkett reserves the right to charge the customer for the cost of inspection. Any repairs deemed necessary by Tarkett during inspection of the Product, which are the responsibility of the customer (or its agents, contractors, employees or invitees) must be carried out at the customer’s expense in accordance with Tarkett’s recommendations for the Warranty to continue during the Warranty period.

Exclusions from Warranty

This Warranty does not apply to the following:

1. Labor costs for installation of original material.
2. Material installed with visible defects.
3. Damage to Products due to incorrect installation, improper cleaning and/or maintenance, abuse, unreasonable treatment or extreme circumstances as an event of force majeure.
4. Damage to Products from pallet jack and tow motor traffic.

5. Replacement of Products which do not show abnormal wear and defects in material or workmanship during normal and ordinary use, resulting from the customer's decision or policy to replace carpets on a regular basis, after expiration of a certain period of time.

6. This Warranty is null and void if damage is caused by an event external to the Product, including, but not limited to 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.

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, distributors or employees has been granted the right to modify the obligations, disclaimers, exclusions or limitations under this express Warranty.

Unless otherwise provided in this Warranty and 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.