PROFESSIONAL USE
MULTI-PRODUCT 10 YEARS LIMITED WARRANTY

Scope

For a period of **10 years** 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 :

- All Tarkett's wall and floor covering commercial and semi-commercial resilient products, designed for interior installations.
- all Tarkett laminate floor coverings for commercial use.
- all Tarkett 13 to 22 mm wood floor coverings, excluding Tarkett branded floors less than 13 mm for which the warranty is limited to **5 years.**
- all Tarkett floor coverings intended for indoor sport use excluding Sportable, Tennis Table Kit, Badminton Kit, and ProtecTiles, and any other dismountable kits, such as Volley-ball surfaces, for which the warranty is limited to **5 years**.

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

This limited Warranty applies to Products purchased as from April 1st 2015.

Coverage

Tarkett warrants the Products against:

- visible defects reported before installation;
- defects in material or workmanship during normal and ordinary use, as defined in Tarkett technical documentation and in the appropriate EN standards.

Conditions of applicability

Tarkett Warranty will be valid provided that the following cumulative conditions have been observed:

- The Product must be used in accordance with recommended use specified in Tarkett technical documentation.
- The subfloor is suitable for the application of any of the above mentioned Tarkett Products (see Tarkett technical data sheet) and all accessories, welding rods, etc. must be approved by Tarkett in Tarkett technical documentation. The adhesives and subfloor preparation must be used according to the recommendations and technical documentation of the manufacturer of such products.
- The installation of the Product shall be made in accordance with the state of art and with the updated laying instructions applicable to the Product.
- 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.
- 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.
- The Products are to be maintained in accordance with Tarkett cleaning instructions.

Claims under Warranty

The customer must give Tarkett or the retailer 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:

TARKETT GDL S.A.
INTERNATIONAL DIVISION
CUSTOMER SERVICE
EMAIL:
TI_CUSTOMERSERVICE@TARKETT.COM

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. If necessary, Tarkett reserves the right at its discretion to remove from the site a quantity of the Product for laboratory analysis.

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 or refund to the customer an amount equal to:

$$\frac{A \times B \times (C - D)}{C}$$

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).

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.

Tarkett may also refund at its discretion labor costs upon presentation of receipts by the customer.

Under no circumstance shall Tarkett's refund exceed the purchase price of the defective Products.

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 the inspection. Any repairs deemed necessary by Tarkett during an 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.

In no event, Tarkett will be liable for any defects on sports systems that are not Tarkett branded.

Specific conditions of applicability – Indoor Sport Products

Tarkett Warranty will be valid provided that the following cumulative conditions have been met:

- Normal and ordinary use is considered as usage up to 3 000 hours per year of regular play and use for the sporting activities set out in the conditions of use of the Product.
- The Product shall be used only for the purposes for which it is intended by Tarkett. Any use of the Product for purposes other than the ones set out in the conditions of use shall be submitted to Tarkett for prior approval.
- It is recommended that the shoes worn by the players using the surface are suitable and dedicated to indoor sport practice.
- Bleachers and other accessories can be used if their weight and contact points are compatible with the Product (see maintenance instructions). All the loads temporarily installed on the Product must meet with point and distributed load specifications.

Exclusions from Warranty

This Warranty does not apply to the following:

1. The exact matching of color, shade or mottling.

2. Tears, burns, cuts or other damages caused by uses, maintenance and installation that are contrary to Tarkett specifications, recommendations or instructions.

3. Labor costs for installation of original material.

4. Sale of "Seconds," "Off Goods" or other irregular (non-first quality) Products. "Seconds" or "Off Goods" are sold "as is".

5. Problems caused by moisture, hydrostatic pressure, alkali in the subfloor, or discoloration of the Product caused by the use on the subfloor of any pen, marker or paint whatsoever which migrates through the Product.

6. Failure to comply with the recommended hygrometry levels, before, during and after installation.

7. Humidity coming from wrong maintenance or any leakage especially for wood products.

8. Material installed with visible defects.

9. Installation of Tarkett Products with adhesives other than those recommended by Tarkett and/or the manufacturer of such adhesives.

10. Exterior installations. Tarkett Products are designed for interior applications only.

11. Fading and/or discoloration.

12. Damage to Products from pallet jack and tow motor traffic.

13. Premature wear and deterioration from high or spike heels and/or skate blade exposure or non adapted furniture. It must also be ensured that the bottom supports of furniture and chair castors are such that they will not damage the surface of the Products.

14. 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.

15. 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;

16. Are furthermore excluded from the Warranty stains connected with external sources, paints, tar, bitumen, dye stuffs, regenerated rubber castors and chair legs and 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 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.

Installation, Use & Maintenance

For installation and maintenance instructions contact Tarkett or visit www.Tarkett.com.