

# **GUARANTEE CERTIFICATE** (valid from 01/01/2012)

#### TARKETT CONSUMER PRODUCTS

#### Scope:

Covered by this guarantee are all the floor coverings in the Tarkett range intended for residential use marked specifically in a way committing Tarkett.

#### Validity period:

The guarantee's duration varies according to the products and may be up to 5, 10, 15, 20 or 25 years depending on the qualities, the profiles produced and the use recommended by Tarkett.

The start of the guarantee is at the date of purchase for the covering by the consumer, shown on an invoice produced by the retailer, clearly mentioning the reference and the selection of the covering properties.

#### Guarantee:

The only coverings sheet guaranteed are those classified as perfects and used according to the state of art and Tarkett's specifications (a note is attached to this document), and this applies to rooms for domestic use.

The following is covered by the Tarkett guarantee:

- apparent defects, indicated to Tarkett or to the retailer prior to laying, such as: appearance defects, structural defects, indelible stains, defects on the backing other than back printing
- manufacturing defects, indicated to Tarkett or to the retailer during the guarantee period, causing after a time an abnormal change such as early wear (beginning of the pattern legibility loss).

## The following is excluded from the Tarkett's guarantee:

- 1. products sold in a quality other than perfects
- 2. defects caused by an installation which is not according to laying instructions specified by the manufacturer
- 3. mishandled products or products subjected to a use other than domestic or unsuitable stored
- 4. products damaged during transportation outside Tarkett's responsibility or in any other way outside Tarkett's responsibility
- 5. products which are cut or laid with an apparent defect
- 6. products having been unsuitable maintained, in a way not complying with the maintenance instructions and specified of Tarkett
- 7. products for which deterioration, leading to their replacement, is caused by underfloor unevenness
- 8. differences in colour, gloss and embossing structure between the products sold and pictures or samples and, in the case of purchasing contracts, differences in manufacturing, including colour differences between different production batches
- 9. damages caused by stains, burns, cuts, grooves, friction, accidental indentations, loss of colour caused by carpet backs, painted surfaces, yellowing related to an external product (asphalt, tar,....)
- 10. damages caused by stiletto heels and unprotected legs of tables and chairs
- 11. defects and damages caused by circumstances outside Tarkett's control
- 12. loss of colour or damages caused by outside sources, including water, leaks, flloding, heat and very strong sunlight
- 13. All products without EXTREME or SUPREME Surface Protection can have colouring caused by furniture rubber feet which is likely to leave indelible marks; otherwise, place rigid cups under the feet. Colouring caused by the feet of waxed pieces of furniture likely to leave indelible marks; otherwise, protect any sensitive part using felt pads

#### **Conditions of application:**

Any defect shall be indicated to Tarkett or the retailer immediately after it is found.

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

Tarkett reserve their right to require a sampling showing the defect found in order to analyse it in their laboratories.

#### **Conditions of compensation:**

For any defect found on a product covered by the Tarkett guarantee and conforming to the criteria of cover and application, and further to the file being accepted by the Tarkett concerned department, a compensation shall be granted.

Such compensation covers the purchase price for the covering, excluding the taking up cost, the installation dismantling cost (partitions, furniture, ...) the cost of laying and of material possibly used for laying (glue, skirting boards, ...) and is broken down as follows:

Period after	purchasing,	during
which the	defect was f	ound

Rate of reimbursement for the covering

### For 20 years guarantee -

$\leq$	2 years	100%
$\leq$	4 years	80%
$\leq$	6 years	60%
$\leq$	10 years	50%
$\leq$	15 years	40%
$\leq$	20 years	30%
$\leq$	25 years	20%

#### For 25 years guarantee -

$\leq$	2 years	100%
$\leq$	4 years	80%
$\leq$	6 years	60%
$\leq$	10 years	50%
$\leq$	15 years	30%
$\leq$	20 years	20%

#### For 15 years guarantee -

$\leq$	2 years	100%
$\leq$	4 years	80%
$\leq$	6 years	60%
$\leq$	10 years	40%
$\leq$	15 years	20%

#### For 10 years guarantee

$\leq$	2 years	100%
$\leq$	4 years	75%
$\leq$	7 years	50%
$\leq$	10 years	20%

### For 5 years guarantee

$\leq$	2 years	80%
$\leq$	3 years	60%
$\leq$	4 years	40%
$\leq$	5 years	20%

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To make a claim under warranty, take the product (with proof of purchase) to the store where you purchased the product or contact Tarkett. Tarkett will pay your reasonable direct expenses of claiming under this warranty. You may submit details and proof of your claim to Tarkett for consideration. This warranty is given by Tarkett ABN 79 002 183 842, 16 Anella Avenue, Castle Hill NSW 2154 ph: 1300 851 484.

Written on November 2007 Amended March 2012