



Gerflor Commercial Flooring limited warranty agreement – 10 Year Warranty

GERFLOR, AS A MANUFACTURER, expressly warrants that the GERFLOR COMMERCIAL FLOORCOVERING shall be free from manufacturing defects for a period of ten (10) years from the date of sales by Gerflor, provided such floorcovering are subject to normal use and receive proper maintenance.

This entire warranty will become null and void if conditions of the subflooring and method of installation do not conform exactly to GERFLOR specifications.

This entire warranty does not cover damage caused, in whole or in part, by conditions beyond our control, including, but not limited to :

- Use for which material is not designated.
- Fire, explosion, weather conditions or natural disasters.
- Faulty installation.
- Casualties.
- Ordinary wear and tear.
- Abuse.
- Faulty design or construction of the buildings.
- Failure of the adhesive to adhere to the subfloor, whether concrete or other material because of moisture migration or water vapor transmission through the subfloor.
- Fault in the subfloor.
- Failure in the vapor barriers.
- Failure of the installation contractors to adhere to specifications.
- Failure of the seams.
- Uneven wear of sections of the floorcovering.
- Gloss reduction from use.
- Alteration of the initial appearance of the floorcovering, particularly in high traffic areas and areas exposed to excessive wear due to sand, grit or dirt in entrances to buildings.
- Fading or discoloration from sunlight or heat.
- Damage caused by neglect or improper maintenance procedures and other causes not specified but beyond the control of GERFLOR.
- Damage due to stains, cuts, scratches, gouges, scuffs, punctures, tears, indentations due to loads in excess of the specified static load limit, burns, accidents, discoloration caused by tracking residue from carpet dyes, rubber or synthetic backing used on rugs or mats, painted or asphalt surfaces such as driveways, damage resulting from lack of, or improper, furniture rests and floor protectors, rubber or synthetic backed rugs or mats, or any intentional misuse of the floorcovering

The presence of moisture between the GERFLOR floorcovering and the subfloor shall be considered proof of subfloor failure or faulty design or construction of the building because moisture will break the bond between the adhesive and the subfloor, causing bubbles to appear.



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This warranty will be applied only if the product is admittedly the only cause of disorder. Your sole and exclusive remedy against GERFLOR arising from the purchase or use of floorcovering is limited to supply of material in replacement of the sole defective part of material (after examination, verification and approval by GERFLOR) with material of equivalent quality. All other compensation of whatever nature will be excluded. Warranty will only be valid if product and installation concerned by the warranty are clearly identified on this document and returned to Gerflor by mail with acknowledgement of receipt.

If the claim is accepted by GERFLOR, with respect to the warranty, GERFLOR will supply the material in replacement of defective one without any cost to you. More than 5 (five) years from the date of sale of the warranted product by Gerflor, until the expiration of this express warranty you will be responsible for 20 % (twenty per cent) per year of the cost of supplied materials.

WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE ABOVE EXPRESSED MANUFACTURER'S WARRANTY SHALL BE THE EXCLUSIVE WARRANTY and LIMITED TO THE QUALITY OF THE PRODUCT, and GERFLOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. GERFLOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT GERFLOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, loss of income, loss of use, damage to other property, the cost of removing and reinstalling GERFLOR floorcoverings, attorney's fees, and any liability you may have with respect to any other person.

TIME LIMIT ON COMMENCING LEGAL ACTION

It is agreed that you have 30 days from the accrual of a claim to inform GERFLOR by registered mail with acknowledgement of receipt.

It is agreed that you have one year from the accrual of a claim to commence any legal action arising from the purchase or use of GERFLOR floorcoverings, or be barred forever.

To the extent any provision of this Warranty Agreement contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of this Warranty Agreement shall not be affected thereby.