WARRANTY

THE COLLECTION OF: AMARON HERRINGBONE DRYBACK

Scope of the warranty: the commercial indoor use
Warranty period: 10 years

General Provisions.

From the date of their purchase the ARBITON vinyl panels from the AMARON HERRINGBONE DRYBACK collection (”Panels”) are subject to the 10-year warranty for the commercial use in premises inside heated buildings. The warranty is granted by DECORA S.A. with the registered office in Środa Wielkopolska. The warranty covers: hidden manufacturing and material defects resulting from causes inherent in the Panels, the invariability of technical parameters of the Panels in accordance with the technical data sheet, flaws which do not result from normal use, caused despite the proper use and in accordance with the instructions for use and assembly.

Warranty terms.

• This warranty refers to the first owner and first installation of the Panel only, and is not transferable. The person deemed to be the first owner is the person indicated as the purchaser in the purchase invoice.
• The installation of the Panels must be performed in accordance with the installation method, using the approved underlays, boards, profiles and other accessories manufactured by Arbiton, Ewifoam, Afirmax or indicated by the warrantor. In order to install the Panels in the commercial areas, the warrantor requires the application of Arbiton, Ewifoam, Afirmax underlays made of polyurethane with minerals.
• During the installation and maintenance process, the Customer/fitter should observe the instructions given by the Warrantor, and use the accessories recommended by Arbiton, Ewifoam, Afirmax or indicated by the Warrantor exclusively. The laying of the Panels by a specialised fitter should be confirmed by a name bill issued by the fitter.
• Before the installation, acclimatise the Panels for at least 24h in a room with the temperature and humidity which approximate the target values, and the product packs must lie flat with the decorative side facing up.
• The panels must be carefully checked in terms of material defects in the lighting conditions in which they will be used, before the installation and during the installation processes.
• Under no circumstances should the Panels with visible defects be installed. The installation is understood as the acceptance of the product condition.
• All the Panels designed for installation during a single investment must be ordered at the same time. It is not possible to guarantee the compatibility of the Panels within the framework of multiple orders because of manufacturing series.
• The floor must be protected against sand or dust or other fine-grained material reaching its surface by laying an appropriate non-rubberised mat at the entrance doors.
• The bottom surface of a piece of furniture is always protected by means of an appropriate protective material. Furniture and equipment with castors must be placed on an appropriate protective mat or provided with W-type castors or special protectors for the castors in order to avoid any dents.

• The laying of the Panels must be performed on a dry, even and compact substrate indicated in the installation manual, for instance cement floor, concrete topping, screed, levelling compounds.
• In accordance with the recommendation from the MULTILAYER MODULAR FLOORING ASSOCIATION (MMFA), unevenness greater than 2mm per each running metre and greater than 1 mm along a section of 20 cm must be compensated.
• The warrantor requires that two samples of purchased Panels (1 piece from the beginning and 1 piece from the end, with the length of 20 cm from the full width) be stored so that in the case of any possible complaint, it would be possible to conduct control checks.
It will not be possible to qualify defects which occurred in connection with the failure to observe the standards described above as defects resulting from causes inherent in the Panels, and as a consequence of this, they will not be covered by the protection ensured by this warranty.

Rights and obligations of the buyer.

• In order to take advantage of the rights following from this warranty, the warrantor should be notified of any defects within 14 calendar days of the date of detection of a defect, after the expiry of this period, no claims shall be considered.
• If the claim is considered justified by the warrantor, the warrantor may, at its own discretion, repair or replace the defective product, or may return the cash equivalent directly proportional to the duration of the warranty in accordance with the rules specified in the ”Value and period of warranty”.
• The warranty covers only the replacement or return of the purchase costs for the floor as part of the proportionate warranty, and it does not cover the costs of replacement, dismantling and installation of the floor. In the event of a necessity to replace a part of the floor, optical deviations resulting from different product series may occur.
• If it is agreed that the Panels will be replaced, the distributor or seller shall deliver the new panels from the offer valid at the moment of acceptance of the warranty claim.
• In order to verify the legitimacy of the warranty claim, the warrantor reserves the right to inspect the claimed Panel at the place of use with the consent of the buyer and upon reaching an agreement as to the date of such an inspection.

Value and period of warranty.

The granted warranty is proportional. A proportional warranty is the warranty which provides for the return and crediting of the amount decreasing in accordance with the established formula to the future payments as the warranty period passes by. The primary value of the warranty for the Panels decreases gradually, in proportion to the time has expired from the moment of acquisition. Upon making a claim, the original percentage value of the warranty is reduced per each year of product use, taking into account the product depreciation.

≤ 2 years - 80% of product value
≤ 4 years - 60% of product value
≤ 6 years - 40% of product value
≤ 8 years - 30% of product value
≤ 10 years - 20% of product value

Limitations.

The Warrantor represents that the Warranty shall not cover:

• the incurred costs of removal and re-installation (these costs are covered by the Buyer).
• material and non-material damage which is related indirectly and directly to the defects of the Panels (e.g. the costs of transport to the Warrantor, telephone calls made to the Warrantor, the cost of the lost remuneration, etc.).
• defects resulting from the use of the Panels in the food service areas, in particular: restaurants, canteens, pubs or dancing halls.
• defects caused by the use of the Panels in the institutional environment, especially in hospital buildings, educational institutions and state administration facilities.
• defects caused by the use of the Panels in commercial areas with a traffic intensity, in particular, airports, railway or bus stations and halls.
• defects caused by the use of the Panels in other areas with high traffic intensity, with direct access to the street traffic.
• defects caused by the use of the Panels in commercial areas with the high risk of chemical spillage, in particular chemical plants, pharmaceutical wholesale companies, pharmacies, hairdresser's.
• defects resulting from normal degree of use of the Panels, defects resulting from transport, storage or installation, defects resulting from improper use;
• defects resulting from normal degree of use of the Panels, defects resulting from transport, storage or installation, defects resulting from improper use;
• defects resulting from normal degree of use of the Panels, defects resulting from transport, storage or installation, defects resulting from improper use;
• costs resulting from the lack of possibility to use premises during the removal and reinstallation, damage resulting from the lack of satisfaction, inconvenience, loss of time, additional costs, etc.
• defects caused by improper installation, performed in a manner which is not compliant with professional services provided in this regard, the Warrantor's instructions for installation, or by means of underlays, boards, profiles and other accessories of brands other than Arbiton, Ewifoam, Afirmax or those indicated by the Warrantor.
• Panels which were mishandled (in particular, if they were not stored properly, or were mishandled during the installation and maintenance processes).
• defects resulting from: fire, accident (including a chemical accident), explosion, pollution, floods, negative temperatures, very high humidity and high temperature (e.g. coming from a sauna),
• lightning strikes, negligence, vandalism, lack of mats protecting against sand, improper transport. damage caused by sharpened objects or objects with sharp edges. indentations caused by high and sharp heels.
• differences in colour, gloss or extrusions occurring between the products sold and the photos or samples.
• damage caused by the occurrence of stains, burned places, cuts, grooves, abrasions, incidental dents, loss of colour caused by the bottom layer of carpet, painted surfaces, yellowing caused by external products (asphalt, tar, etc.).
• the exact matching of the colour shade or wood pattern and the fading and/or loss of colour within the tolerance guaranteed in the technical data sheets.
• defects and damage caused by inappropriate castors of furniture and equipment and lack of or improper protection of the bottom surfaces of a piece of furniture and a device;
• defects and damage caused as a result of placement of heavy furniture or appliances on the floor, e.g. kitchen equipment;
• colouring caused by walking barefoot or using waxed furniture which can cause the occurrence of stains that are impossible to remove;

• products in the case of which the recommended hygrometric levels were not observed before, during or after the installation;
• problems caused by humidity, hydrostatic pressure, alkalinity of the substrate or discolourations of the product caused by the use of any pen, marker, paint or other substance on the substrate, which penetrated into the product, as well as contact with external elements, tar, bitumen, pigments, castors made of regenerated rubber and, black rubber.
• product marked as second-quality products or cut-price goods or other substandard products.

Final Provisions.

This warranty constitutes the entire warranty granted by the Warrantor, which is Decora S.A. based in Środa Wielkopolska, ul. Ignacego Prądzyńskiego 24a, 63-000 Środa Wlkp.

The warrantor shall not grant any warranties, whether explicit or implicit other than the warranty included herein.

The warranty shall supersede any prior or parallel warranties or assurances made to the Buyer.

This warranty shall be valid in the territory of the countries where the product was acquired.

This warranty shall neither preclude, limit nor suspend the rights of the buyer, following from the mandatory legal regulations, unless their exclusion is acceptable. In this case this warranty document shall exclude any rights conferred under the law such as warranty for defects.

To the extent allowed by the mandatory provisions of law where the product was purchased, the warranty shall be governed by the Polish law.