

# Terms and conditions of the MODULEO® PRODUCT WARRANTY

## I. WARRANTY DURATION

IVC, BVBA and its affiliates warrant that the Moduleo® Design Flooring products will be free from defects in materials and workmanship from the date of purchase for the duration set forth below.

The duration of the warranty is:

- 15 years in Residential use for the collection Select Dryback and Select Click
- 7 years in Commercial use for the collection Select Dryback and Select Click
- 20 years in Residential use for the collections Transform Dryback and Transform Click, Impress Dryback and Impress Click, Moduleo® Moods
- 10 years in Commercial use for the collections Transform Dryback and Transform Click, Impress Dryback and Impress Click & Moduleo® Moods.

## II. WARRANTY REMEDY

Taking the obsolescence of the product into account, compensation will be offered at a flat rate proportional to the time elapsed and will only relate to the initial value of the floorcovering in order to arrive at zero at the end of the warranty period.

## III. WARRANTY CONDITIONS

1. Usage must correspond to the definitions according to the CE category of usage (ISO 10874).
2. This warranty is only valid on indoor installations of Moduleo® Design Floor Click & Dryback, Moods and the matching Xtrafloor accessories.
3. The Moduleo® Design Floors must be installed in accordance with the Moduleo® Design Floors installation instructions, using the Xtrafloor accessories, the Moduleo recommended adhesives and in accordance with the relevant country standard for resilient floorcovering installation. The customer/ installer must be able to provide proof of compliance with the manufacturer's installation & maintenance instructions and the relevant country standard for installation. These instructions are located at the back of the cardboard packaging or on/in each individual accessory packing. If the instructions cannot be found, they should be requested from the manufacturer, distributor/retailer or they can be viewed and downloaded at [www.moduleo.com](http://www.moduleo.com) and [www.xtrafloor.com](http://www.xtrafloor.com). The customer/ installer must be able to provide proof that only the recommended Xtrafloor accessories or the Moduleo recommended adhesives were used to install the Moduleo® Design Floors. If installation is not performed by the end user, at least one copy of these installation and maintenance instructions as well as the warranty conditions must be provided to the end-user by the retailer/installer.

## IV. WHAT IS NOT COVERED BY THIS WARRANTY

1. Damage/discolouration caused during transportation that is not reported at the time of delivery.
2. Damage caused during storage, handling or other treatment before installation.
3. Damage due to use of the floor in an outside/external location.
4. Improper installation: material that is not installed in accordance with the Moduleo® design floors installation and maintenance instructions, including any and all problems caused by the use of non- recommended adhesives, underlayment and/or preparation of the subfloor, any installation practice or method outside of those prescribed in the country standard for the installation of resilient floorcoverings, are not warranted.

5. Damage caused by the presence of damp in the underlying surface. Also odour issues or mould growth under the Moduleo® Design Floors caused by exposure to wet conditions.
6. Damage on the Moduleo® Click Design Floors caused by the exposure to extreme temperature variations. Moduleo® Click Design Floors are not suitable for areas exposed to regular and extreme temperature variation or in areas where the climatic conditions suffer high temperature fluctuations i.e. colder night temperature and high daytime temperatures with direct sunlight, e.g. Non temperature controlled conservatories. Temperature fluctuations must be within the 6C° to 35C° range.
7. Damage on the Moduleo® Click Design Floors, in applications, caused by the intensive use of caster chairs or other rolling loads, unless it is combined with Xtrafloor Flex-Pro underlay or unless the Click floor is glued down.
8. Damage on the Moduleo® Click Design Floors in combination with Xtrafloor Silent underlay, when installed in areas with exposure to direct sunlight.
9. Damage on the Moduleo® Click Design Floors or indentation marks, in applications, caused by moving appliances or heavy loads without protecting the floor (always protect the floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four wheel carts etc.).
10. Labour costs to repair or replace material with visible conditions that were apparent before installation.
11. Improper maintenance that results in the loss of gloss or the build-up of a blurred layer over the surface. This includes damage caused by steam mops.
12. Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.
13. Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by: casters on furniture, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, etc., as well as damage resulting from unprotected furniture legs.
14. Damage caused by appliance or plumbing leaks, or steam mops.
15. Fading or discolouration due to excessive sunlight.
16. Discolouration caused by the use of latex or rubber-backed floor mats and rugs. Note that some synthetic backed rugs contain latex in the manufacturing process that may discolour your floor and leave stains.
17. Minimal variations in colour, shape or texture between samples or brochure illustrations and the actual floor covering.
18. Discolouration caused by rubber pads, rubber wheels, rubber tires, rubber rollers, automotive tires, etc.
19. Damage caused by remodel or construction-related activities.
20. Any unreasonable expectation, not in line with the specifications as defined in the International Standard ISO 10582 'Heterogeneous PVC Floorcoverings and integrated in the Moduleo® Design Floors Specification Sheet.
21. IN NO EVENT SHALL IVC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE - INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. By implied warranties we mean warranties that the law presumes to have been given by the seller even though they are not set out in writing. PLEASE NOTE: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.