

WARRANTY TERMS AND CONDITIONS OF ENGINEERED FLOORING ZENON SPÓŁKA Z O.O., UL. OGRODOWA 5, 89-632 BRUSY, POLAND

At ZENON we take the utmost care to achieve the highest standards in our products. ZENON'S products are made of natural wood, therefore they are sensitive to the conditions in which they are transported, stored, installed and used, in particular – to humidity and temperature. Hence, in order to preserve their quality, it is very important to strictly observe the ZENON **Instruction Manual for the Fitting, Care and Use of ZENON Sp. z o.o. Flooring (hereinafter called the "Instruction Manual")**, available on the website <www.zenonfloors.com>, which is also enclosed with every sales invoice. In order to retain any entitlement granted under the terms and conditions of the warranty, the Instruction Manual must be strictly observed and the required measurements must be carried out, and any relevant documentation must be collated.

ZENON Sp. z o.o. grants the Manufacturer's warranty for the quality of its products, compliant with the following rules:

The Scope of the Warranty

1. The warranty shall cover physical defects resulting from the intrinsic characteristics of the product, present upon its sale, subject to the exclusions below.
2. The warranty shall not cover the features and effects which are the result of the fact that wood is a natural raw material, it undergoes natural processes, and timber products are not fully repeatable. In particular, the warranty does not cover:
 - a) differences in the natural colour, texture, and grain of individual planks; this refers also to products which have been modified and changed colour as a result of colouring, thermal and steaming treatments;
 - b) uneven colours, to include changes in colour (including darkening) as a result of exposure to sunlight;
 - c) acoustic effects which occur throughout the usage of the floor;
 - d) natural expansion and contraction of wood resulting in the temporary occurrence of gaps between the planks.
3. The warranty shall not cover defects resulting from the failure to observe the *Instruction Manual*, and in particular:
 - a) insufficient protection of the floor, or a protection being at variance with the *Instruction Manual*;
 - b) defects resulting from improper maintenance and care, including the usage of unacceptable substances;
 - c) defects which were visible upon installation, and despite those visible defects the planks were installed (this pertains also to size deviations in respect of specification);

- d) mechanical damage, including dents, cracks, stains, or other damages caused by grit, stones, gravel, sand, and other abrasive factors. Domestic animals, pests, high-heel shoes.
4. The warranty shall not cover any defects arising in flooring laid on underfloor heating systems. The reason for exclusion of the warranty is the Manufacturer's inability to control the working parameters of the heating system.
5. Failure to record the required measurements and collate the necessary documentation outlined in the Instruction Manual will void any entitlement under the terms and conditions of the warranty. The warranty shall be valid solely for flooring which is installed within the country in which it was purchased. All disputes connected with ZENON Sp. z o.o. will be governed by Polish law and any claims will be handled through the public courts of Poland only.

Complaints Procedure

6. The Purchaser shall undertake to notify the Seller from whom the goods were purchased of any defect, by means of a letter, fax sent to + 48 52 398 38 16 or electronic mail sent to enquiries@zenonfloors.com, within 14 days of discovering the defect. He also undertakes to permit the Manufacturer's representatives to carry out a full inspection and examination of the product which is the subject of a complaint, and to further permit access to the installation site for investigation works. At the request of the Manufacturer's representative the Purchaser entitled to the warranty shall be obliged to deliver the product which is the subject of complaint, or its samples, to the appointed Representative of ZENON Sp. z o.o. or directly to the Manufacturer.
7. The Purchaser is obliged to append to the complaint any copies of the warranty card and the purchase document (a receipt or an invoice).
8. The Manufacturer shall be bound to consider the complaint within 30 days from the date of receipt.
9. Should the complaint be accepted, the Manufacturer will undertake to:
- a. repair the defects, if it is possible, or replace the defective lot with new fault-free products
 - b. cover the costs of transport of the returned goods, and the cost of transport of the replacement goods to the Purchaser;
 - c. cover the reasonable costs of disassembly and assembly of the floor.

Final Provisions

10. The Manufacturer's liability shall not encompass potential damages suffered by the Purchaser, exceeding the costs enumerated in point 9 above, in particular loss of profits or any intangible

damage. The liability for damages suffered by third parties, indemnities, or contractual penalties shall also be excluded.

11. The warranty period is for two years from the date of sale of the goods. The date of sale shall be the date as shown on the receipt/invoice. The warranty shall only cover defects which are notified to the manufacturer prior to the expiry of this period.

12. Any disputes resulting from the warranty granted shall be settled in accordance with Polish civil law.

Date and place of sale:	
Register No./series/invoice No.:	Retailers stamp and seller's/representative's signature
Description of goods under the warranty:	
Product class:	
Quantity of goods under the warranty:	Retailers/Representative's E-mail address, fax No.
Address of the place of installation:	I declare that I have received the " Instruction Manual for the Fitting, Care and Use of ZENON Sp. z o.o. Flooring " Date and Purchaser's decipherable signature

Manufacturer's Registered Office:

ZENON Sp. z o.o.

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