

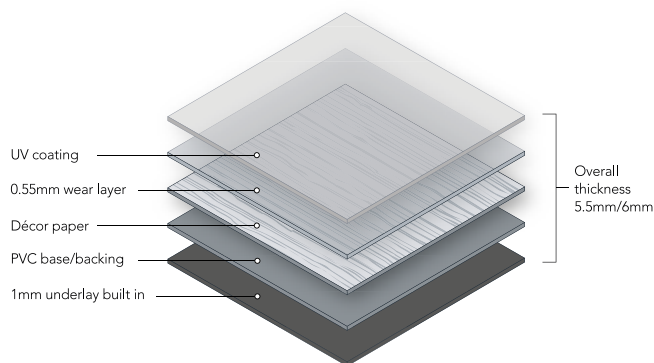


# MALMO™ PRODUCT WARRANTY RIGID & STICKDOWN LVT

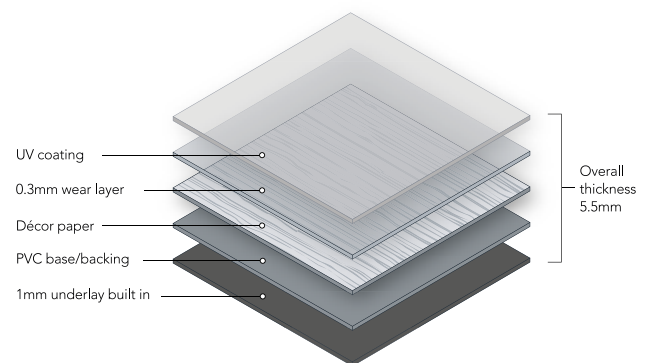
Limited Domestic / Residential Use and Light-Moderate & Heavy Commercial Use

1. The surface of Malmo™ Stickdown Freedom LVT ("Stickdown") and Malmo™ Rigid Click Senses and Comfort LVT ("Rigid Click") Flooring (together the "Products", each a "Product") are made up of multiple layers, as per the diagrams below.

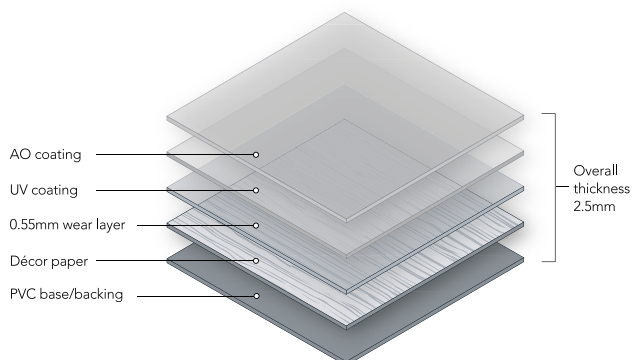
## RIGID *Senses*



## RIGID *Comfort*



## STICKDOWN *Freedom*



2. Subject to the terms and conditions contained herein, the Products are covered by a limited domestic/residential use and a limited light/moderate or heavy commercial use warranty against 'wear through' from normal floor traffic and that the Products will be free from defects caused as a direct result of faulty manufacture.

'Wear through' means the removal of the pattern and colour from the Décor Layer caused by the removal of Layers 1 and 2 of the Product.

What classifies as 'normal floor traffic' will vary depending on whether the Product has been installed into a domestic or light/heavy commercial environment.

3. The term and usage cover of the warranty varies depending on the specific type of Product chosen and is as follows:
  - a) Stickdown Freedom 2.5mm thick / 0.55mm Wear Layer Product (the “**2.5/0.55mm Product**”)  
– 25 year domestic/residential use or 10 year light/moderate/heavy commercial use.
  - b) Rigid Click Senses Pressed Bevel 6.0mm thick / 0.55mm Wear Layer Product (the “**6.0/0.55mm Product**”)  
– 25 year domestic/residential use or 10 year light/moderate/heavy commercial use.
  - c) Rigid Click Senses 5.5mm thick / 0.55mm Wear Layer Product (the “**5.5/0.55mm Product**”)  
– 25 year domestic/residential use or 10 year light/moderate commercial use.
  - d) Rigid Click Comfort 5.5mm thick / 0.30mm Wear Layer Product (the “**5.5/0.30mm Product**”)  
– 25 year domestic/residential use or 10 year light/moderate commercial use.
4. International Decorative Surfaces Limited, registered in England, Company Registration No: 13620105. Registered Office: Parkhouse Interchange, Parkhouse Industrial Estate, Newcastle-under-Lyme, ST5 7FB (“**IDS**”) warrants to the initial purchaser of the Product who has had the Product installed in their premises (this is intended to include an owner of a property who has a trade installer buy the Product from IDS and install it on their behalf in their home or commercial premises) (the “**Purchaser**”), that the Product will not wear through its Décor Layer under normal floor traffic for the periods stated in paragraph 3 above from the date on which IDS invoices for the Product (each a “**Warranty Period**”), subject to the exclusions and limitations set out below.

## HOW TO CLAIM UNDER THIS WARRANTY

5. If there is a problem with the Product, prior to contacting IDS the Purchaser must have attempted to contact their supplier and/or installer to report the issue with the Product and have requested initial inspection of the Product by the supplier and/or installer. Following this, but within 28 days from the date that the defect arose or became apparent, if it is believed that a manufacturing defect is the cause of the problem with the Product, the Purchaser should contact IDS via [info@malmoflooring.com](mailto:info@malmoflooring.com). It is likely that the supplier/installer/IDS will wish to inspect the Product and the Purchaser must allow reasonable access to the Product in order for such inspection to take place.
6. It is recommended that proof of purchase together with a copy of this warranty and any associated documentation are kept safe at all times following purchase. Proof of purchase will be requested prior to any inspection taking place. IDS will not attend to any claims without a valid proof of purchase.
7. This warranty is non-transferable and the benefits of it may not be assigned to any third party. By this, we mean that the warranty is only valid for the Purchaser.

## WARRANTY CONDITIONS & LIMITATIONS

8. The liability of IDS under this warranty is subject to the following:
  - This warranty shall only extend to wear through of the Décor Layer which is caused as a direct result of faulty manufacture.
  - The wear through of the Décor Layer does not arise as a result of the Purchaser's or any installer's negligence.
  - The Product has not been previously installed in another location.
  - The wear through of the Décor Layer must relate to a specific, confirmed, manufacturing defect and is not the result of excessive, unexpected wear and tear, abuse or damage during use or where the Product has been installed into an inappropriate or non-recommended end use room, setting or environment.
  - Repair has not been undertaken by anyone other than IDS or an authorised representative of IDS.
  - The defect does not arise as a result of the Product being misused, or abuse, failure to properly check or install or maintain the Product in accordance with paragraphs (a) – (f) inclusive of the conditions as stated below in paragraph 10.
  - An IDS representative has, acting reasonably, validated that there is a claim to consider under this warranty.
  - This warranty does not form part of any contract of sale, and is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law. **Where the Purchaser is a consumer, the Purchaser has certain statutory rights regarding the return of defective Product, claims in respect of losses caused by IDS negligence or faulty product, and this warranty shall not affect the Purchaser's statutory rights.**
  - This warranty does not confer any rights other than as expressly provided for in this warranty.

- IDS' liability under this warranty is limited to the repair or replacement of the Product or refund of all or part of the value of the Product (as set out in the original invoice for the Product from IDS) (the "**Invoice Value**") (at IDS' sole discretion) for Product which is found to have worn through its Décor Layer or be defective as a direct result of faulty manufacture only during the first year of the Warranty Period.
- This warranty is a depreciating value warranty in that for each year that passes prior to wear through of the Décor Layer or defects caused as a direct result of faulty manufacture being advised of and confirmed the applicable warranty value will reduce proportionately for each year since purchase of the Product.
- By way of example, In relation to the **2.5/0.55mm Product limited twenty five (25) year domestic/residential use warranty**, during years two to twenty five of the Warranty Period, IDS' liability under this warranty will decrease by 4% of the Invoice Value each year and IDS' liability under this warranty in each year will be limited to repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year.
- By way of example, based on the 25 year domestic/residential use Warranty Period, IDS' liability under this warranty five years after invoice of the Product by IDS will be limited to 80% of the invoice value.
- In relation to the **2.5/0.55mm Product limited ten (10) year light/heavy commercial use warranty**, during years two to ten of the Warranty Period, IDS' liability under this warranty will decrease by 10% of the Invoice Value each year and IDS' liability under this warranty in each year will be limited to repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year.
- By way of example, based on the 10 year light/heavy commercial use Warranty Period, IDS' liability under this warranty five years after invoice of the Product by IDS will be limited to 50% of the invoice value.
- The same depreciating value system applies to the 5.5/0.30mm, 5.5/0.55mm and 6/0.55mm Product warranty.
- As an example - in relation to the 5.5/0.30mm Product limited fifteen (15) year domestic/residential use warranty, during years two to fifteen of the Warranty Period, IDS' liability under this warranty will decrease by 6.66% of the Invoice Value each year and IDS' liability under this warranty in each year will be limited to repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year.
- By way of example, based on the 7 year light commercial use Warranty Period, IDS' liability under this warranty five years after invoice of the product by IDS will be limited to 28.57% of the invoice value.
- IDS shall have no liability under this warranty for any claims for the costs of stripping-out or refitting of Product, business closures, loss of revenue or non-trading periods experienced, or any other consequential or indirect loss or damage howsoever arising.
- IDS' maximum liability under this warranty shall not exceed the Invoice Value of the Product which is the subject of the claim.
- Any Product repaired or replaced by IDS pursuant to this warranty shall be covered by the terms of this warranty for the remainder of the Warranty Period of the original Product. No agreement to repair or replace any part or all of any Product shall extend the Warranty Period of any warranty provided.

9. This warranty is subject to English law and to the exclusive jurisdiction of the English Courts.

## 10. CONDITIONS

### Product Warranty Information

Products are produced to demanding, high specifications and stringent quality control procedures are in place to ensure that the Product conforms to specification and industry norm standards including normal tolerances allowed for LVT products.

The Products are suitable for use over water piped encased in screed radiant heat under floor heating systems ("**UFH**") subject to the UFH being of the type listed in the Installation Instructions and the Installation Instructions being fully complied with in relation to using the Product over UFH.

This warranty will apply to Stickdown Product fitted over UFH from 31 January 2018.

This warranty will apply to Rigid Click Product fitted over UFH that has been purchased and invoiced after 1 February 2019 only and is not applicable retrospectively for Rigid Click fitted over UFH purchased prior to this date, unless the claim under this warranty is not in relation to or in any way related to the fact that the Rigid Click is fitted over UFH.

It is the owner/installers' responsibility to check the intended end use suitability of the Product in relation to this warranty before the Product is purchased and installed.

Any claims made that the Product is subject to a wear through of the Décor Layer which is attributable, and confirmed, as being due to a manufacturing fault will be investigated in accordance with IDS procedures (which include completion of an initial IDS customer site inspection form for which a charge may be requested), to clarify if a specific proven manufacturing fault exists with the supplied Product. Any inspection fee charged would be refunded where a justified Product manufacturing defect is confirmed as the cause of the issues complained of.

#### **a) Location of Installation**

This Warranty is only applicable to justified claims where the Product has been correctly installed into rooms that are:

- Appropriate in relation to the stated EN Product usage classifications for the Product purchased, as shown in the Product marketing literature, data sheets, & Installation Instructions (as defined below).
- Subject to normal heating regimes and expected levels of foot traffic usage for either Domestic/Residential applications (ie normal UK homes), and/or Light/Moderate Commercial/Heavy Commercial applications ("Light/Moderate Commercial" meaning businesses such as small-medium sized offices & small-medium sized shops, and "Heavy Commercial" meaning businesses such as medium-large sized shops).

No Warranty is offered on the Products when they have been installed into:

- Any heavy industrial / extreme high traffic public areas such as (but not limited to):
  - Railway stations.
  - Airport buildings.
  - Large public use buildings.
  - Commercial kitchens.
  - Or any other settings that are not recommended (as above).
- Areas subject to excessive temperatures and/or continual direct wetting. Examples include (but are not limited to):
  - Solariums.
  - Garages.
  - Saunas.
  - Walk in wet rooms.
  - Shower rooms.
- Rigid Click Products are also not Warranted for use in areas where uncontrollable heat effects may occur, such as:
  - Conservatories.
  - Orangeries.
  - Sun rooms.
  - Garden rooms.
  - Outdoor rooms.
  - Other external or highly glazed areas.

No warranty is offered on the Products when they have been installed into any heavy industrial / extreme high traffic public areas use settings such as railway stations, airport buildings, large public use buildings, commercial kitchens, or any rooms that are not recommended (as above).

#### **b) Improper Checking of Floor Boards**

For the warranty to be applicable to any justified claim the flooring must have been checked, acclimatised, installed and maintained as per the Installation Instructions provided in the boxes of the Product.

The boards must be checked for acceptability in all respects upon receipt of the goods and also prior to acclimatisation & installation of them.

Claims for defects, shade variances, or pattern variances that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Purchaser and/or the installer of the flooring to check for any visual defects before installing the boards.

#### **c) Sub Floor Preparations & Environmental Moisture/Humidity Variances**

British Standards B.S. 8204 -1: 2003 & 8203: 2001 give guidelines in relation to suitable sub floor moisture levels and sub floor checking procedures. If in doubt as to the suitability of the sub floor this should be checked and prepared by a professional prior to installing the Product as original written documentation confirming the sub floor suitability and moisture levels recorded prior to installation of the Product will be requested prior to assessing any claim.

An appropriately prepared sound & level sub floor surface is vital to the finished look and on-going performance of the Product and telegraphing or show through of any existing sub floor unevenness is likely to occur when Stickdown is used. Effects such as creaking of joints, opening of joints and unevenness of the flooring surface may also occur if the sub floor is uneven where Rigid Click is used. It is therefore vital for all variants of the Product that the flatness of the sub floor is checked, prepared, and complies with the relevant British Standard for surface level parameters in relation to laying an LVT floorcovering.

It is ultimately the installer's responsibility to ensure the sub floor surface is appropriately checked and prepared in all respects to accept an LVT floorcovering.

This warranty is only applicable if the guidelines & installation recommendations relating to sub-floor preparations, storage and acclimatisation that are given within the Installation Instructions for the Products as provided have been strictly followed and confirmed with

original written documentation of sub floor preparations & checks being conducted prior to installation of the Product and where any UFH the Product is installed over is of the type listed in the Installation Instructions.

The temperature conditions within the end use room during storage and installation of the Product must be as per the manufacturers stated levels. This can be checked and monitored by use of a simple room temperature gauge.

**d) Product Acclimatisation & Installation**

Short and long term performance and stability of the Product is also closely linked to correct storage and acclimatisation of the Product packs prior to installation and the quality of the installation itself. This warranty is only applicable to justified claims if the Product has been correctly stored, acclimatised & installed, in all respects including any recommendations, as per the installation instructions as provided on the Product packaging and within the boxes of the Product (the "Installation Instructions").

It is ultimately the responsibility of the installer to ensure that he/she is appropriately trained in installation of the Product and follows the Installation Instructions.

**e) Use over UFH**

The protocols and procedures provided within the Installation Instructions must be followed and adhered to in all respects in relation to use of the Product over UFH. Movement effects such as minor joint gapping, lifting or expansion may occur and where the performance of the Product overall is not impeded, this is not a ground for a claim under this warranty.

Care must be taken to ensure the pre heating, initial heating and ongoing heating of the Product is in accordance with the Installation Instructions.

**f) Maintenance**

Correct post-installation and on-going floor care and maintenance are also vital in relation to the performance and look of the Products. Maintenance must be in accordance with the care & maintenance recommendations stated within the Installation Instructions.

Any claims for Product failure that are the result of using incorrect or inappropriate maintenance products or techniques will be rejected.

**g) Abuse or misuse or wear and tear**

This warranty does not cover any form of damage or effect on the Product caused by abuse, inappropriate use, misuse, accident, effects of lighting units, excessive heating from underfloor heating systems, behind glass doors or windows, heaters, movement of furniture or display unit damage across the floor, or any handling or use of the Product that is not consistent with the Installation Instructions or care & maintenance instructions provided. Nor does it cover any form of damage or effect on the Product caused by normal wear and tear and foot traffic such as scratches, stiletto type heel indentations etc as the Products are not ultimately wear or scratch proof.

The Product gloss level, décor colour levels and textures will diminish over time due to wear from foot traffic and the effects of UV light and therefore these changes are not covered by this warranty.

Abuse, damage and incorrect maintenance includes but is not exclusive to:

- Staining;
- Damage from footwear including stiletto heels;
- Excessive heating of, incorrect commissioning of, and/or incorrect type and use of, UFH.
- Scratches or damage to the floor surface as a result of moving furniture & display units across the floor, doors scraping the floor surface when opened, pet's claws or sharp or pointed items;
- Impact damage as a result of dropping items onto the floor;
- Discolouration as a result of extreme temperatures, from incorrect maintenance such as wet mopping or cleaning with inappropriate abrasive cleaning agents and normal dulling of the Product finish due to foot traffic wear;
- Dulling of specific high traffic points within the floor area due to high levels of repetitive footfall;
- Damage from spillages of acid based fluids or excesses of temperature.

We reserve the right to alter the technical specifications in our literature without prior notice.

**IF YOU ARE A CONSUMER, THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.**