



# WARRANTY TERMS AND CONDITIONS

## LOC FLOOR

Version of October 2023

Unilin offers the best value for money in a wide range of colors and styles. Unilin takes pride in the styling and durability of its Products and in its commitment to honor strong and reliable warranties. Our Products meet strict product standards (EN14041 and EN13329) and are covered by residential and commercial warranties as set forth herein. When it comes to your home, business or family, only the best is good enough.

### **1. General**

#### **1.1 Scope**

- 1.1.1 The present warranty terms and conditions are those of the company Unilin BV, division flooring, a limited liability company, whose registered office is located at Ooigemstraat 3, 8710 Wielsbeke (Belgium), registered in the Belgian companies register under number 0405.414.072 (“**Unilin**”).
- 1.1.2 The purpose of these warranty terms and conditions is to define the conditions of the commercial warranty granted by Unilin to consumers-end users (the “**Customer(s)**”) for *Partner Brands* laminate flooring produced by Unilin and further described in Article 3.1 (the “**Products**”), sold via a buyer-distributor, regardless of the conditions that may appear on the documents of the buyer-distributor of the Products (the “**Distributor**”).

#### **1.2 Applicable law**

- 1.2.1 These warranty terms and conditions shall be governed by the laws of Belgium, and accordingly, any dispute concerning the validity, existence, interpretation, breach or any dispute arising out these terms and conditions, shall be determined according to the laws of Belgium.
- 1.2.2 These warranty terms and conditions do not affect the legally applicable guarantee on the Products and are not intended to restrict, limit or avoid any rights or obligations, as the case may be, of Unilin.

#### **1.3 Contact**

- 1.3.1 If these warranty conditions have been lost or cannot be found, you can obtain a copy of the warranty conditions from the Distributor and/or the installer of your *Loc® Floor* laminate flooring. The Distributor can also obtain them directly from the After Sales department of Unilin.
- 1.3.2 For questions regarding guarantees, we recommend that you contact your *Loc® Floor* Distributor where you purchased the Product(s). Should your *Loc® Floor* Distributor be unable to provide you with answers or should you need additional information, you can contact: Unilin BV, Division Flooring – After Sales, Ooigemstraat 3, 8710 Wielsbeke (Belgium) or [www.unilin.com](http://www.unilin.com) and click on contact.
- 1.3.3 Any request for assistance from Unilin implies that the Customer fully and unreservedly accepts these terms and conditions and confirms it is aware of these.



## 2. Commercial warranty

Subject to the terms and conditions hereof, the following guarantees are provided in respect to the Products:

- *Production defects*: guarantee that there will be no visible surface defects.
- *Wear resistance*: guarantee that the laminate surface will stay reasonably wear-resistant.
- *Delamination*: guarantee that the laminate surface will not delaminate.
- *Stain resistance*: guarantee that the laminated floor surfaces are resistant to food stains commonly seen in average households such as from red wine, ketchup, coffee, etc.

## 3. Warranty period

- 3.1 The term of the warranty is dependent on the Product type concerned and on the purpose it is used for, as indicated in the table below.

Products covered	Residential Warranty	Commercial Warranty	Water resistance*
Basic	15 years	5 years	NA
Plus 0V	25 years	10 years	NA
Plus 0V Aqua Protect	25 years	10 years	5 years (12h)
Plus 4V	25 years	10 years	NA
Plus 4V Aqua Protect	25 years	10 years	5 years (12h)
Extra	25 years	10 years	5 years (12h)

\* Limited to water resistant Products as set forth in Article 5

- 3.2 The warranty period indicated in the table above starts on the date of the purchase of the Product.
- 3.3 For purposes of these warranty terms and conditions, the term “residential applications” shall be understood as: the use of the Product as a floor covering in a private residence that is used exclusively for private purposes. The term “commercial applications” shall be understood as: the use of the Product as a floor covering in not (exclusively) residential premises, including but not limited to hotels, offices and shops.
- 3.4 The residential and commercial warranty are both pro rata. A “pro rata warranty” is one that provides for a refund or credit that decreases according to a set formula as the warranty period progresses. Pursuant to a pro rata warranty, the value of your purchase or Products decreases over time. In order to calculate the value of the warranty, the initial cost shall be decreased with a certain percentage rate according to the number of years of ownership.



## 4. Conditions of warranty

### 4.1 Use(r)

- 4.1.1 The warranty can only be invoked by the first user or the original purchaser of the Product, and cannot be transferred to any subsequent purchase thereof. The first user or the original purchaser shall be the person indicated on the original invoice of the Distributor.
- 4.1.2 This warranty covers only defects that may arise from the normal usage of the Product(s), as prescribed in the manual of each Product. The Customer acknowledges that no warranty cover shall exist in instances where the Product(s) is stored and/or utilized out of specification.
- 4.1.3 For the commercial warranty to apply, the *Loc® Floor* laminate flooring must be placed indoors as floor covering in rooms suitable for laminate flooring. Spaces suitable for *Loc® Floor* laminate flooring can be confirmed by your Distributor or installer. The installation of Products in spaces other than advised by your Distributor or installer shall only be covered by the commercial warranty after explicit permission in writing from Unilin prior to installation. Customer acknowledges that (i) the standard non-water resistant laminate floorings are not suitable for damp and/or moist areas such as, among others, but not limited to, bathrooms or saunas, and (ii) rooms with an immediate access to the street always need a transition/cleaning area between the street and the room where the Product is installed.
- 4.1.4 The Product's class and usage class should be aligned in order to invoke this commercial warranty. Please contact Unilin for a specific warranty in case the usage class and Product class do not match.

### 4.2 Installation

- 4.2.1 Before installing the *Loc® Floor* laminate flooring, Customer(s) should thoroughly check whether there are any visible defects under the best lighting conditions. No commercial warranty shall be applicable in case the customer has installed visible defective Products.
- 4.2.2 Installation should take place in accordance with the user manuals and/or the safety instructions provided by Unilin and/or the Distributor.
- 4.2.3 The Products can only be installed using compatible accessories, upon the advice of the Distributor. Customer and/or the installer should be able to prove that only compatible accessories were used for the installation. Using incompatible accessories may cause damage to the Products.

## 5. Water resistance guarantee (only with respect to water resistant Products)

Products explicitly labelled as “water resistant” *Loc® Floor* laminate flooring are water-repelling. Thanks to the coating protection, no water seeps through the click connection. This makes water resistant *Loc® Floor* the ideal laminate flooring in living rooms, bedrooms but also kitchens and bathrooms.

### 5.1 Warranty period

In respect to *Loc® Floor* laminate flooring products explicitly labelled as “water resistant”, an additional water resistance guarantee is provided for five years following the date of purchase.

## 5.2 Conditions of water resistance guarantee

- 5.2.1 The conditions set forth in this Article 0 are without prejudice to the general warranty conditions set forth in Article 0 and the limitations set forth in Article 6.
- 5.2.2 This water resistance guarantee only applies to residential applications of water resistant Products in moderately wet areas, such as bathrooms, kitchens and entrances, with the exclusion of any commercial applications. The water resistance guarantee is not applicable in case the Product is installed in very moist places, extremely dry places or places with extremely high temperatures (including, but not limited to, saunas, swimming pools and rooms with built-in drainage, such as showers).
- 5.2.3 The water resistance guarantee shall not be applicable in case of damage caused by natural disasters (e.g. flooding) or naturally occurring circumstances/accidents (e.g. sanitary breakdowns, pet urine, leaking dishwashers, leaking washing machines and/or dryers ....).

## 5.3 Maintenance and use

- 5.3.1 Remaining moisture on the floor and on or around the skirting boards, wall base or profile, must be removed within the period indicated in the warranty table. Maintenance should be done in accordance with the manual and/or installation instruction of the Products. As prolonged exposure to moisture can cause irreversible damage to the Products, Customer(s) should avoid maintenance using too much water and/or the use of incorrect cleaning agents. All expansion joints must be filled with a compressible PE-foam and sealed with a flexible silicone in accordance with the installation instructions. Skirting boards, floor profiles and rosettes around the radiator pipes must be sealed along the wall and floor covering to avoid water getting underneath the floor.
- 5.3.2 The use of a steam cleaner is only allowed in case explicitly specified on the packaging and provided that the steam does not come in direct contact with the Product. The steam cleaner should always be used with an appropriate cloth on the steam opening, which also guarantees a homogeneous heat and steam distribution. When using a steam cleaner, the apparatus should not be applied too long on the same place while the Product should be cleaned in the length direction of the design.

## 6. Limitations

The commercial warranty of *Loc® Floor* laminate flooring (including the water resistance guarantee set forth in Article 5) is not applicable in the following cases:

- 6.1 Any damage to the *Loc® Floor* laminate flooring resulting from a defect that was not inherently present at the time of purchase falls outside the scope of this warranty. This includes, but is not limited to, damage caused by:
  - Inadequate placement or installation, i.e. installation not according to the installation instructions provided by Unilin, or placement without making use of the approved accessories or in contradiction with the technical or safety standards in force.
  - Non-compliance with the instructions for cleaning and maintenance as described in the installation/maintenance instructions provided by Unilin.
  - Accidents or inappropriate and inadequate usage, i.e. use in contraction with the instructions provided by Unilin in the user manuals, safety instructions or on the packaging.
  - Abnormal wear such as may be caused by spiked shoes, inadequate protection from furniture, grit, sand and other hard materials. Damage caused by sand, dirt or any other abrasive material must be prevented by placing a suitable floor mat at all entrance doors. In order to determine whether the wear is abnormal, the purpose of



the Product, relevant ambient factors, the duration and the intensity of use of the product are taken into account.

The Customer bears the burden of proof that the respective defect was in fact present at the time of purchase.

- 6.2 Water damage caused by ice machines, refrigerators, sinks, dishwashers, pipes, natural disasters, excessive moisture in concrete slabs, hydrostatic pressure, etc.
- 6.3 In the event of non-water resistant Products, damage caused by the presence of water and/or moisture on the floor and/or around the skirting boards which is not removed immediately.
- 6.4 Incorrect removal or replacement of floor panels.
- 6.5 Damage caused by vacuum cleaner frames or by the hard or metal wheels of office chairs or other furniture. With laminate floors, furniture legs should always be fitted with suitable protective material. Chairs, easy chairs/settees or furniture on wheels must be fitted with soft wheels or must be placed on specially adapted protective carpet or plates.
- 6.6 Damage caused by corrosive or abrasive substances such as pet urine.
- 6.7 In the event of Products with V-groove, the reduced resistance of the V-groove is not included in the warranty.
- 6.8 A change to the gloss level does not constitute wear of the laminate surface.
- 6.9 Superficial fading/gloss variation. The Products are fade resistant, but not 100% fade proof. This is not considered as a product fault.
- 6.10 Use of the Products in the following areas:
  - 6.10.1 All food areas, including, but not limited to, restaurants and cafeterias, pubs, dance halls;
  - 6.10.2 All institutional applications, including, but not limited to hospitals and government buildings;
  - 6.10.3 Heavy commercial areas, including, but not limited to airports, lobbies, schools and barber shops; or
  - 6.10.4 Other areas that have heavy traffic and immediate access to street traffic.

The report of Unilin's technical service, or of its approved repairer, and the report of this service justifying the exclusion of the warranty are authentic and shall be enforceable against the Customer.



## 7. Warranty claims

### 7.1 Notice

- 7.1.1 Any visible defects to the *Loc® Floor* laminate flooring must be reported to the Distributor or Unilin at the latest 3 calendar days after purchase. The visibly defective products will be replaced. Any complaints in respect to visible defects made after this period shall not qualify for the warranty.
- 7.1.2 Any other defects should be reported towards the Distributor within 30 days from the date of detection by presenting the original dated invoice and specifying at least the following information (additional information can be requested):
- Details of the defective Product(s);
  - Installation date and invoice date;
  - Detailed problem description and date of defect; and
  - Photos of the defective product.

### 7.2 Assessment

- 7.2.1 For the warranty to be able to be invoked, the damage to the Product(s) must be obvious and the damaged surface area must be at least 1 cm<sup>2</sup> per Product unit (panel, accessory, etc.).
- 7.2.2 In the event of material or production defects in the Products, the Distributor will check your claim and if a product or production failure is detected your claim will be transferred to Unilin.
- 7.2.3 Without prior approval of Unilin no repairs or replacements may be made to Product(s) for which a warranty claim has been made. Unilin is entitled to inspect the claim concerning its Product(s) on location, installed or otherwise, and must be given the opportunity to do so by its Customer(s). Should the Customer fail to do so, Unilin shall be released from any liability.

### 7.3 Replacement

- 7.3.1 If the warranty can be invoked with a valid claim, Unilin will replace the Product(s) with floor panels from the Unilin collections that are in stock at the time when the claim is received. This is limited to the replacement of the defective Product(s) and excludes compensation for any other incidental damage or costs incurred or to be incurred including, but not limited to, placement or installment costs and removal expenses.
- 7.3.2 In case Unilin has replaced a Product no new warranty period will commence, but the remainder of the original warranty period will continue to apply.

## 8. No implied or other claims

- 8.1 Unilin provides no other warranty whatsoever, neither explicit nor tacit, than the ones specified in the current warranty conditions. Unless the legislation of the country of purchase does not permit this, and with the exception of the statutory provisions concerning product liability, Unilin cannot be held liable for direct or indirect damages and costs resulting from deficient products. In any case, Unilin cannot be held liable for the costs of the removal and laying of the Products, and/or travelling expenses or transaction costs.



- 8.2 Any extended warranties or deviations in terms or limits on warranties offered by the Distributor or any third party are not enforceable towards Unilin. The Distributor or the respective third party is solely responsible for executing the extended warranty and shall indemnify and hold Unilin free and harmless from, any and all claims, damages or lawsuits arising out of a representation or warranty made by the Distributor or Customer(s).
- 8.3 No agreements, representations or warranties between Unilin and the Customer other than those set out herein are binding on Unilin and the Customer.

## **9. Force majeure**

Unilin shall be under no obligation or deemed to be in default for any delay or failure in performance resulting from Force Majeure. Force Majeure is understood to mean (i) the (unforeseen or unforeseeable) circumstances as a result of which the performance is fully or partially, whether or not temporarily, aggravated or (ii) the following cases: war, terror, terror threats, insurrection, riots, quarantine, general or partial strikes, lock-out, fire, operational accidents, machine breakdown, lack of means of transport, shortage of materials and/or raw materials, frost, epidemics, decisions or interventions by the government, fuel shortages, energy shortage, force majeure on the part of a supplier or subcontractor and errors or delays due to third parties.