

# Terms and conditions of the WARRANTY FOR RIGID CORE VINYL FLOORING (hereinafter referred to as KINGS CANYON RIGID)

#### I. WARRANTY PERIOD

Brebo Handelskontor guarantees that the Kings Canyon RIGID products will remain free from defects in material and workmanship from the date of purchase throughout the period specified below. The warranty period is as follows:

- 15 years for the RIGID VINYL collection when used in residential spaces
- 5 years for the RIGID VINYL collection when used in commercial spaces

### II. WARRANTY CLAIMS

Considering product ageing, the warranty claims shall be calculated as a lump sum, proportionally to the time elapsed, based solely on the initial value of the floor covering. At the end of the warranty period, the claim value shall be reduced to zero.

Service life in residential spaces

Year 1 and 2: 100%	Year 5 and 6: 80%	Year 9 and 10: 50%	Year 13 and 14: 20%
Year 3 and 4: 90%	Year 7 and 8: 60%	Year 11 and 12: 40%	Year 15: 10%

## Garantie im gewerblichen Bereich

Year 1: 100%	Year 3: 60%	Year 5: 20%	
Year 2: 80%	Year 4: 40%		

## **III. WARRANTY TERMS AND CONDITIONS**

- 1. The use must comply with the definitions set out for the CE application category (ISO 10874).
- 2. This warranty is only valid for indoor installation of RIGID VINYL flooring with the use of the appropriate accessories.
- 3. RIGID VINYL flooring must be installed in accordance with the installation instructions, in conformity with the relevant national standards for elastic floor coverings. The client/fitter must be able to demonstrate that the installation was completed in accordance with the manufacturer's flooring installation and maintenance instructions and the relevant national installation standard. The instructions can be found on the back of the box (packaging) and/or on the packaging of the individual accessories. In the absence of instructions, consult the manufacturer, distributor/reseller or read the instructions or download them from www.PARKETTKAISER.de. The customer/fitter must be able to prove that only the recommended accessories were used for RIGID VINYL flooring installation. If the installation is not carried out by the end user, the retailer/fitter must provide the end user with at least one copy of the installation and maintenance instructions as well as the warranty conditions.

#### IV. EVENTS NOT COVERED BY THIS WARRANTY

- 1. Damage/discolouration occurring during transport, if not reported upon delivery.
- 2. Damage occurring during storage, handling or other operations prior to installation.
- 3. Damage caused by outdoor use of the flooring.
- 4. Incorrect installation: the warranty does not cover a product that has not been installed in accordance with the installation and maintenance instructions for RIGID VINYL flooring, including problems resulting from the use of non-recommended adhesives, underlays and/or inadequate preparation of the subfloor, any treatment or installation method extending beyond that provided for in the national standard for the installation of flexible floor coverings.
- 5. Damage caused by the presence of moisture in the substrate, as well as problems relating to odour or mould growth under the RIGID VINYL flooring due to the presence of moisture.
- 6. Damage to RIGID VINYL floors caused by exposure to extreme temperature fluctuations.
- 7. RIGID VINYL floors are not designed for areas subject to regular and extreme fluctuations in temperature, nor for areas in which the climatic conditions are characterised by rapid temperature changes, e.g. low temperatures at night and high temperatures during the day due to direct sunlight. Temperature fluctuations must remain within the range from 6°C to 60°C and must be evenly distributed over the entire floor surface (spot heating of the flooring is not allowed).
- 8. Wear damage to RIGID VINYL flooring caused by intense use of heavy rolling loads.
- 9. Damage to RIGID VINYL flooring or signs of indentations caused by moving equipment or heavy loads without securing the floor (when moving heavy objects and when using trolleys for transporting large objects, heavy equipment with wheels or castors, two- and four-wheeled trolleys etc., the floor must always be secured with plywood or hardboard).
- 10. Labour costs related to the repair or replacement of material with damage that was visible before installation.
- 11. Inappropriate maintenance resulting in loss of gloss or the build-up of a smeared layer on the surface.

  This also applies to damage caused by steam cleaning.
- 12. Damage resulting from neglect or improper use of strong detergents, chemicals, corrosive substances, including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.
- Damage resulting from incidents, accidental events, overuse or misuse (including damage caused by pets, e.g. biting, kicking, scratching, etc.). Accidents, overuse and misuse is deemed to include, among others, damage caused by: furniture wheels, cutting, striking with a heavy and sharp object, narrow heels / stilettos, sports shoes with cleats or spikes, as well as damage caused by unsecured furniture legs.
- 14. Damage caused by leaking appliances, plumbing or steam cleaning processes.
- 15. Fading or discolouration caused by excessive sunlight.
- 16. Discolouration caused by the use of mats and carpets with latex or rubber backing. Please note that some rugs with synthetic backing contain latex used in the manufacturing process, which can cause discolouration and staining of the floor.
- 17. Negligible differences in colour, shape or texture between samples or illustrations in brochures and the actual floor covering.
- 18. Discolouration caused by rubber pads, wheels, tires, rollers, shoe soles, car tyres etc.
- 19. Damage resulting from construction or renovation work.
- Any unreasonable expectations which do not conform to the specifications laid down in the international standard ISO 10582.
- 21. UNDER NO CIRCUMSTANCES SHALLBREBO HANDELSKONTOR GMBH BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY IMPLIED WARRANTIES, WHICH MAY ARISE EITHER BY OPERATION OF LAW OR BY COURSE OF DEALING OR TRADE PRACTICE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. NO WARRANTY EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IS MADE BEYOND THE SCOPE OF THIS WARRANTY. ANY SUCH WARRANTIES ARE HEREBY EXCLUDED. Implied warranties are understood as warranties that by law are assumed by the seller, even if not stated in writing. NOTE: Some countries do not allow the exclusion or limitation of liability for incidental or consequential damages, or the duration of an implied warranty. In such case, the above limitation or exclusion shall not apply