



## Warranty conditions BRIGID Rigid Vinyl Floors

Version:

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### Overview:

1. Floorify NV, Kwadestraat 151, 8800 ROESELARE, Belgium, VAT no. BE 0655.893.511, RLE Ghent, division Kortrijk, hereinafter referred to as "FFY", will deal with all complaints against BRIGID rigid vinyl plank flooring and tiles with click system (CL 33) in line with the existing legal warranty, which may vary from one country to another. FFY also provides a supplementary extended warranty on top of the existing legal warranty.
2. This warranty is limited and restricted to the general terms and conditions set out below.
3. The term of this supplementary extended warranty is as follows:
  - BRIGID rigid vinyl plank flooring and tiles in residential applications: 10 years
4. BRIGID rigid vinyl plank flooring and tiles with click system (CL 33) are defined by the following measurements:
  - Planks: 1219 x 178 x 5 mm
  - Wide Planks: 1219 x 228 x 5mm
  - Tiles: 305 x 610 x 5 mm

### The extended warranty on BRIGID rigid vinyl plank flooring and tiles is based on the following general terms and conditions:

This extended warranty is valid for all BRIGID rigid vinyl plank flooring & tiles with click system. The warranty of BRIGID rigid vinyl plank flooring and tiles can only be invoked if all of the following conditions have been fulfilled. In case of doubt, contact your BRIGID distributor.

1. This warranty applies only to the first owner and the first installation of the BRIGID rigid vinyl plank flooring and tiles. It is non-transferable. The person deemed to be the first owner is the individual at whose premises the product is originally installed and who is specified on the purchase invoice as the buyer.
2. These warranty conditions only apply to invisible defects. Products with visible intrusive faults from eye level should not be installed under any circumstances. Floors must be thoroughly inspected for material defects under optimum light conditions before and during installation. Installation implies acceptance. The distributor must be notified in writing of such faults within fifteen days. No further complaints will be accepted after this time.
3. Once any defect has been ascertained, at any rate you are obliged to discontinue the use or installation of the flooring in question immediately and to do everything reasonably possible to prevent any (further) damage.
4. This product guarantee only applies to defects inherent to the supplied products. This shall include material defects and production faults recognised by the manufacturer, including delamination or reduced wear resistance of the top layer and water resistance of the floors.
5. The BRIGID rigid vinyl plank flooring and tiles must be installed and maintained in accordance with the BRIGID fitting and care instructions. The customer/fitter must be able to provide proof of compliance with the fitting and care instructions as recommended by the manufacturer. These instructions can be found on the rear of the box. If instructions are missing, they must be requested from the manufacturer or the distributor/retailer or may be viewed at [www.brigid.eu](http://www.brigid.eu). If the installation has not been carried out by the end user, the fitter must, at the very least, provide the end user with a copy of the fitting and care instructions and also the warranty conditions (which can be found at [www.brigid.eu](http://www.brigid.eu)).

Amongst other things, these fitting and care instructions specify that:

- The ingress of sand and/or dust into the floor must be prevented by placing a suitable mat at all access doors. Note: some carpets with a synthetic underlay may contain latex and/or rubber and can cause discolouration to your floor or leave marks.
- The feet of furniture must always have appropriate protective material such as soft floor protectors. Chairs, armchairs, sofas or furniture with castors must be fitted with soft, wide wheels. Otherwise, a protective mat or floor protectors must also be placed under the furniture in order to prevent any permanent indentations. Thin castors or furniture feet may constitute an excessive point load, leading to imprints.
- Long-term contact with rubber or latex can cause permanent staining.
- Do not allow cigarettes, matches or other hot items to come into contact with the floor as they can cause permanent damage.
- Care and maintenance involving too much water, leading to wetting of the subfloor and/or the underlay, and/or use of incorrect cleaning products must be avoided at all times. Unsuitable cleaning products may impair the top coat of your floor.
- All floors of the same flooring project must be ordered at the same time. The compatibility of floors purchased in separate orders cannot be guaranteed.

6. Damage to the floor must be apparent, must be at least 1 cm<sup>2</sup> in size per product unit and should not be the result of incorrect installation, incorrect or inappropriate maintenance, incorrect use or accidents, such as but not limited to damage of a mechanical nature, including severe impacts, scratches (e.g., by dragging furniture, sharp nails of household pets, etc.) or indentations.

7. What is not covered by this guarantee?

- Accidents, improper use or incorrect use that results in scratches, dents, indentations, excessive point loads, damage due to sand or other abrasive materials, caused by the contractor, a service provider, the end user or any other third party.
- Damage or discolouration during transport which was not detected upon delivery.
- Damage during storage or handling prior to installation.
- Damage attributable to the presence of moisture in the underlying surface.
- Incorrect maintenance that results in loss of lustre, loss of the top coat or the build-up of a film over the surface. This also applies to damage caused by steam mops.
- Slight variations in colour, form or texture between the samples or illustrations in the brochure and the actual floor.
- Damage attributable to renovation work or construction-related activities.
- Exposure to extreme fluctuations in temperature.
- Exposure to extreme direct heating, whereby the floor surface temperature exceeds 60°C in places.
- Installation of the floor in spaces where the floor may be exposed to extremely low and/or high temperatures (such as saunas, verandas, solariums, etc.) and for installations outdoors.
- A reduction of the lustre does not count as surface wear and tear. Superficial surface scratches as a result of daily use must be accepted.

8. FFY reserves the right and must be offered the opportunity to investigate the complaint on site and - if applicable - inspect the floor in its installed condition. In order to be able to make a correct assessment, it is necessary on occasion to dismantle some of the accessories and/or floor sections. If this is not permitted, FFY is unable to carry out an analysis.

9. Liability arising from this guarantee is limited to hidden faults, in particular faults which were not visible before or during installation of the floors. FFY is not liable for labour costs, installation costs or other similar costs. Costs for the removal and replacement of the material are at the buyer's expense. If the product was originally installed by a professional, FFY will cover reasonable average labour costs. FFY may never be held liable for any secondary damage. FFY is not responsible, under any circumstances, for any time lost, inconvenience, expenditure, costs or other consequential loss, unusual damage and incidental damage, caused by or resulting directly or indirectly from a problem about which a claim was made.

10. FFY will repair or replace the product at its own discretion. If it is agreed that the floor will be replaced, only new floors from the range in stock at the time the complaint is accepted will be supplied by the distributor or the retailer. No other form of compensation will apply. It must also be accepted that if some specific sections of floor are replaced that slight lustre and colour differences between the already installed floor and the newly supplied products may occur.

11. No other explicit or implicit guarantees are granted, including suitability and appropriateness for sale or for a specific purpose.

12. These warranty conditions are governed by Belgian law. All disputes come under the jurisdiction of the court in the judicial district where FFY has its registered office. This warranty gives you specific legal rights. However, you may also have other rights which can vary from one country to another.

### **Residential use of BRIGID rigid vinyl plank flooring and tiles: 10-year product guarantee**

The general residential BRIGID guarantee of 10 years only applies to installation indoors for residential use.

This 10-year product guarantee applies to BRIGID rigid vinyl plank flooring and tiles with click system (CL 33) as specified below:

- Planks: 1219 x 178 x 5 mm
- Wide Planks: 1219 x 228 x 5mm
- Tiles: 305 x 610 x 5 mm

1. This warranty is valid for 10 years for the product, from the date of purchase. The date of purchase is the invoice date. The original purchase invoice, dated and carrying the distributor's stamp must be submitted. The general warranty conditions as stated above apply.
2. This guarantee is a full warranty for the first five years following installation of the floor. After these five years the guarantee is pro rata. A pro rata guarantee is one in which any intervention by FFY decreases in accordance with a fixed formula as the warranty period approaches its expiry date. If applicable, an annual reduction of 1/5th of the value per remaining year after the first five years must be taken into account.
3. The services supplied in the context of this guarantee do not extend the original warranty period, nor do they give rise to start a new warranty period.

### **How do I lodge a complaint under this warranty?**

For any service provided under this warranty you can contact your local BRIGID distributor, and do so as quickly as possible and at any rate within a month of discovering the defect, failing which you can no longer rely on or invoke this warranty. Provide them with proof of your extended warranty, your proof of purchase, dated and carrying the distributor's or retailer's stamp, an identification of the product concerned, a description of the complaint illustrated by clear photos, the amount of floor involved and all other information in relation to the complaint. Once the distributor has verified the complaint, they will inform a BRIGID representative and if necessary, organise an inspection.

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