

## 1. GUARANTEE DURATION

5 years degressive guarantee to the purchaser/professional installer of the floor for general manufacturing defects from the date of installation. Not transferable after the first 2 years.

This document has to be read in its entirety. Individual phrases cannot be taken out of context of the rest of the document.

## 2. SCOPE

IVC Guarantees that :

- This product has been manufactured according to manufacturing standards EN 14041 and EN 13329
- The wear layer will not be worn through up to the design layer during the period of the guarantee.
- The product is fit for purpose within the usage class it is designed for according to EN 13329.
- The individual panels will not expand more than 0,9mm in both length and width in different relative humidity conditions.
- The product conforms to many national and international standards regarding VOC emission (see datasheet)
- The product does not emit more than 0,01 ppm formaldehyde into the ambient air, which is 10 times less than the most stringent E1 classification according to 717-1
- The fire performance of the product conforms to the original test report.
- The slip resistance of the product, as manufactured, conforms to the original test report.
- The click connection of the floor covering will not fail during the duration of the guarantee period. Permanent open joints wider than 0,2mm will not occur.
- The height differences between panels will not exceed the tolerances of standard EN 13329 .
- The floor covering is resistant to staining from many day-to-day substances, such as ketchup, mustard, urine, coffee, tea, blood, domestic iodine-desinfectants, diluted bleach, etc.

### 3. DEFINITIONS

#### Guarantee remedy

Taking the obsolescence of the product into account, compensation will be offered degressively in function of the time elapsed (see table below). The guarantee period starts on the day of installation.

This guarantee applies to the IVC Commercial product and the appropriate IVC Commercial accessories when installed as a system.

The warranty only covers replacement of goods + a pre-approved, fair and reasonable uplift and relay costs. All costs are subject to the degressive scale as mentioned below.

#### Degressive Scale Table

Year	1st	2nd	3rd	4th	5th
Percentage covered	100%	80%	60%	40%	20%

#### Wear through

Total wear through of the wearlayer, through to the design layer, in a part of the floor that is representative for the average use within the total area of installation, representing at least 10% of the total surface area and the usage must be fully in accordance with the usage class as described in EN 13329.

Scratches up to the design layer are post-installation mechanical damage and are not considered as a uniform wear through.

#### Visible defects prior to installation

Any damage or defects that are visible under optimal light conditions before and during installation, including but not limited to transport damage, visible defects in the design or wear layer, blisters, insect inclusions, variations in shade or design, visible defects in the click mechanism, bevel or edges.

#### Installation instructions

The version of the installation instructions which is current at the time of installation. Current versions are available for download on the IVC Commercial website. IVC Commercial reserves the right to revise the information at any time without further notification.

## Water resistance

Moisture left on the floor, and on or around the skirting boards, wall bases or profiles, is to be removed immediately. Cleaning methods involving an excessive amount of water and / or the use of inappropriate cleaning products must be avoided at all times.

## 4. GUARANTEE CONDITIONS

- Installation implies acceptance : products with visible defects prior to installation (see definition above) must not be installed under any circumstances. The vendor must be informed about any defects in writing within a reasonable timescale once they have been detected (7-10 working days).
- The warranty of IVC Commercial is limited to 1x the invoiced value of goods purchased from IVC Commercial for the whole project, subject to the degressive scale as mentioned before.
- Any additional compensations that IVC Commercial deems appropriate are to be considered as a gesture of goodwill only and are made without prejudice to any of the rights of IVC Commercial. It is not an admission of liability of any kind by IVC Commercial, nor does it constitute any liability for any damages or costs.
- The damage to the product must be evident, measurable, visible from normal standing or sitting position in good lighting conditions (no shearing light), and must not be the result of abusive conditions or accidents, such as, but not limited to, damage of mechanical nature, severe impact, scratching (for example caused by dragging of furniture) or cutting. The feet of the furniture must always be provided with appropriate protective material. the protective material needs to be replaced with new if needed. Chairs, sofas or furniture with castors must be fitted with soft wheels and/or placed upon an adequate protective mat or protective castor cups.
- The warranty is only valid on indoor installations.
- The warranty applies to the IVC Commercial floor covering in combination with the appropriate Xtrafloor accessories only. The use of third party accessories is only allowed with explicit written confirmation of IVC Commercial technical support department and the manufacturer of the third party accessories. A system failure caused by failing third party accessories must be claimed via the third party manufacturer, IVC Commercial will not warrant any non IVC Commercial products.
- A floor covering needs to be maintained according to the IVC Commercial maintenance instructions. This also includes proper preventive measures, such as suitable walk-off entrance matting, protection under the feet of furniture, etc.
- IVC Commercial laminate is a floating floor. Heavy objects on top of the floor covering (such as but not limited to kitchens, island units, wood burners, large aquariums), fixations through the floor (e.g. doorstops) which restrict the floor from moving freely, void the warranty.
- All standing water must be removed immediately. Use of excessive water during maintenance and cleaning must be avoided at all times. Steam mops/cleaners must not be used.



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- The IVC Commercial floor covering must be installed in accordance with the latest installation instructions (available on the IVC Commercial website), by a professional installer familiar with this type of product. IVC Commercial flooring, combined with Xtrafloor accessories are considered to be a flooring system. The use of the appropriate Xtrafloor accessories, and Xtrafloor adhesives (if applicable) is compulsory to maintain the system warranty, unless confirmation in writing is obtained from a qualified IVC Commercial technical support representative.
- Installation needs to be in accordance with the relevant country standard. If the IVC Commercial installation instructions contradict the country standard, the most stringent of the two must be adhered to.
- The customer/ installer must be able to provide proof of compliance with the manufacturer's installation and maintenance instructions and the relevant country standard for installation.
- The customer/installer must be able to provide proof that only the recommended Xtrafloor accessories were used.
- In all cases, a copy of the installation and maintenance instructions, along with the product warranty document must be left with the end-user.
- A daily log must be kept, including photographs (with date stamp) and signatures of the installer, name, title and co-signature of a party without conflict of interest (such as the architect, specifier, a IVC Commercial technical support representative, or end-user).
- The daily log should contain at least the following data :
  - Batch numbers of all used materials (not only the floor covering but also the accessories where applicable)
  - Date on which the materials were brought into the area of installation
  - Brand and type of floor preparation materials used, as well as the date and time of preparation works
  - Installation conditions (temperature of the air and the subfloor, relative humidity of the air, moisture content of the subfloor, moisture content of the IVC Commercial product where applicable)
  - Exact description of the area of installation (e.g. living room, entrance area, 4th floor hotel dining area, room number 68, etc.)
- Failure to present the above daily logs when a complaint arises, voids the guarantee and releases IVC Commercial from any liability or obligation.
- The product warranty applies to A grade, first quality product only. B grade product is rarely available. It's the duty of IVC Commercial to inform the purchaser about the purchase of B grade product and the reason why it is classified as B grade, and it is the duty of the reseller to inform the final customer.

## 5. GUARANTEE EXCLUSIONS

- Accidents, abuse or misuse, such as scratches, blows, cuts or damage caused by sand and other abrasive materials, whether caused by a contractor, a service company, or end user. Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by casters on furniture, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, studs, etc., as well as damage resulting from unprotected furniture/fixture legs.
- Damage to the floorcovering caused by improper maintenance, floorcare or the application of non-recommended sealers or dressings. Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, tar, fertilizers or other similar materials, or improper maintenance that results in the loss of gloss or the build-up of a blurred layer or film over the surface. This includes damage caused by steam mops or steam appliances.
- Transition and/or end profiles intended for residential use, are not covered by this warranty when used in a commercial environment. Instead, metal profiles need to be used.
- Damage caused by the presence of damp in the underlying surface/subfloor. E.g. odour issues or mould growth under the underlay caused by exposure to wet or damp conditions.
- Damage caused by exposure to extreme ambient temperatures and/or relative humidity (RH) levels. IVC Commercial (product range) is designed to be used in areas with a RH between 30 and 70% with limited expansion or contraction. Installation in areas with higher variations is possible, however there will be greater expansion and/or contraction. Underfloor Heating Systems (UFH) must not exceed 27°C (surface temperature of the subfloor to the underside of the floorcovering or underlay). Thick rugs, mats, or other insulating materials, can cause localised heat-build up. Scorch marks or other damage caused by localised heat build-up are explicitly excluded.
- Damage to the floorcovering in applications caused by the intensive use of unprotected caster chairs, electrical powered wheelchairs or other excessive rolling loads.
- Damage to the floorcovering or indentation marks in applications caused by moving appliances or heavy loads without protecting the floor (always protect the floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four-wheel carts etc.).
- Fading or discolouration due to excessive sunlight
- Variations in colour, tone, shade, gloss rate or texture between samples or brochure illustrations and the actual floorcovering.
- Superficial scratches and the resulting variations in gloss appearance, are considered as normal wear and tear of a floor covering.
- Any unreasonable expectation, not in line with the specifications as defined in the International Standard EN 1332



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- In no event shall IVC Commercial be liable for any incidental or consequential damages. All implied warranties which may arise by implication of law or application of course of dealing or usage of trade – including but not limited to, implied warranties of merchantability or fitness for a particular purpose – are expressly excluded. No warranties, express, implied, statutory, or otherwise, extend beyond those expressly set forth in this warranty, and all such warranties are expressly disclaimed. By implied warranties we mean warranties that the law presumes to have been given by the seller even though they are not set out in writing.

## 6. APPLICABLE LAW AND DISPUTE RESOLUTION

The parties agree that the present warranty is subject to Belgian law. In case of any disputes, the competent courts of Kortrijk (Belgium) shall have sole jurisdiction.