

**Barlinek USA Corp., a Delaware corporation, headquartered in Atlanta, grants a limited:**

**-LIFETIME residential use; and**

**-10 YEARS commercial use**

**WARRANTY for the Barlinek Vinyl Flooring:**

THIS WARRANTY APPLICABLE TO RESIDENTIAL<sup>1</sup> AND COMMERCIAL<sup>2</sup> USE OF THE PRODUCT, PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS. IN CASE YOU ARE A CONSUMER<sup>3</sup>, YOU MAY ALSO HAVE SOME OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [us.barlinek.com](http://us.barlinek.com) WARRANTY AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS, MARKETABILITY, TITLE AND INFRINGEMENT. PLEASE BE ADVISED THAT SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES FOR CONSUMERS, SO IF YOU ARE A CONSUMER, THIS DISCLAIMER MAY NOT APPLY TO YOU; AND TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

## 1. GENERAL TERMS OF WARRANTY.

1.1. Barlinek USA Corp., a Delaware corporation, located at 5881 Glenridge Drive, Suite 130, Atlanta, GA 30328 ("We" or "Barlinek" or "Guarantor") grants the warranty for the Barlinek Vinyl Floor (the "Product", "Barlinek Vinyl Floor", or "Flooring") in accordance with the terms provided herein. The warranty is also available at [www.us.barlinek.com](http://www.us.barlinek.com).

1.2. The party authorized to use the warranty is the original Purchaser fulfilling the requirements of this warranty.

1.3. The party authorized and using the warranty hereby declares to have read and accepted the contents hereof.

1.4. The Guarantor warrants to the original Purchaser regarding Flooring as initially installed (hereinafter referred to as the "Purchaser") that the Barlinek Vinyl Floor will be free from manufacturing defects during the warranty period.

1.5. Please note that Barlinek Vinyl Floors are intended to reproduce as closely as possible the natural shades of wood. The Purchaser/installer of the floor should make a proper se-

lection of the floorboards to achieve the desired color pattern on the floor before installation. Before installation, the boards should also be visually inspected for mechanical damage and other visible defects. Complaints regarding defects in the boards which were visible before installation will not be accepted after the boards have been installed.

1.6. Note that, regardless of the Barlinek Vinyl Floor features, prolonged and increased humidity affecting the Barlinek Vinyl Floor components may cause damage to the surroundings of the installation site, such as: walls, floors, equipment, furniture, flooring, skirting, finishing materials, floor heating elements or other, which are not part of the Barlinek Vinyl Floor. Such damage can be attributed to fungal and mold growth due to prolonged exposure to water or humidity.

1.7. Guarantor always recommends that you maintain extra stock of the Flooring from your original installation (minimum one full carton) for future repair or replacements

## 2. THE SUBJECT OF WARRANTY

2.1. The warranty applies to the complete Barlinek Vinyl Floor. The Warranty period runs from the date of purchase of the Product and is as follows:

- Residential Use – **LIFETIME WARRANTY**
- Commercial Use – **10 YEARS WARRANTY**

2.2. The Guarantor acknowledges that Products meet the requirements of the Product Declaration of Performance for the Next Step System vinyl flooring and the Product Technical Data Sheet available for download at the Guarantor's website at [us.barlinek.com](http://us.barlinek.com)

2.3. The warranty covers:

- durability of the wear layer of the Next Step System vinyl panels when used as intended,
- durability of the Next Step System vinyl panel design,
- the quality of finishing of the Next Step System vinyl panels (dimensions, matching of elements).

2.4. Product with obvious defects that are installed anyway will be deemed to have been accepted by the owner or installer and will not be considered to have a manufacturing defect for remedy by the warranty.

## 3. TERMS OF WARRANTY

3.1. This warranty is only valid if the Purchaser notifies the Guarantor of the defects discovered before the warranty period expires. For this warranty to remain valid, the principles and recommendations for storage, installation, care and use, provided in the *Installation Instructions* included in each package and available in full version at [us.barlinek.com](http://us.barlinek.com) or in the document entitled *Conditions for use and care for the Barlinek Vinyl Floor* available at [www.barlinek.com](http://www.barlinek.com) or from the dealer, must be complied with.

3.2. To exercise the rights under this warranty, the proof of purchase of the complete Barlinek Vinyl Floor is required.

3.3. It is recommended that installation be carried out by professional installers who have the appropriate equipment and parquet and flooring laying knowledge.

<sup>1</sup> In this Limited Warranty, "Residential Use" shall mean installation and use of Product (as defined herein) for personal, family, or household purposes.

<sup>2</sup> In this Limited Warranty, "Commercial Use" shall mean installation and use of Product (as defined herein) for any purpose other than personal, family, or household purposes.

<sup>3</sup> In this Limited Warranty, "Consumer" shall mean a buyer (other than for purposes of resale) of Product (as defined herein) for use in Residential Installation (as defined herein).

3.4. These terms of warranty apply exclusively to the original Purchaser and to Flooring as initially installed.

3.5. The Purchaser undertakes to follow the installation, care, and maintenance instructions for the Barlinek Vinyl Floor.

3.6. It is the Purchaser and the installer's responsibility to check the Barlinek Vinyl Floor prior to installation according to the industry guidelines, in particular to verify matching of all production batches of the floors purchased, type of finish, dimensions in relation to the purchase order, and to find any potential visible defects. The warranty becomes null and void: a) when the Barlinek Vinyl Floor with visible defects are installed, b) when Barlinek Vinyl Floor non-conforming visibly to the Purchaser's order are installed.

#### 4. EXCLUSIONS FROM THE WARRANTY

4.1. While purchasing the Barlinek Vinyl Floor, the Purchaser should be aware of the possible minor visual variations between the color, grain pattern and size of the natural features of wood (such as knots) as shown in the sample display or photographs included in the Guarantor's marketing materials, and the products offered for sale. The differences resulting from the pattern composition and in the arrangement or intensity of natural wood features between the Guarantor's sample book or catalogue photographs, and the product actually purchased are not deemed to be product defects.

4.2. The Purchaser should be aware that slight variations in shades may occur between different production batches of Barlinek Vinyl Floor. Therefore flooring products from the same production batch should be installed in the same room. Matching of the production batch must be checked before installation. The production batch number is indicated on the packaging of the Barlinek Vinyl Floor, on the front label („Batch no."). For easier identification of a production batch of the floors installed in the after-sales process, it is recommended to take and keep after installation a photo of the front label of the installed floor packaging with the visible production batch number.

4.3. The Barlinek Vinyl Floors are waterproof. This means that the integral structural components of the panels will not be affected by short-term exposure to water. Damage to the product, e.g. mold or mildew due to water or other liquids that have seeped into the subfloor as a result of spillage, is not covered by the guarantee.

4.4. In addition, the warranty does not cover:

- a. changes in the surface layer of the Barlinek Vinyl Floor resulting from normal use, natural wear, and abrasion (surface scratches, scuffing and reduction of gloss level are considered normal wear and are not considered to constitute a defect),
- b. mechanical damage or scratches caused by cleaning, maintenance, or use in a manner inconsistent with the *Installation Instructions* and *“Conditions for use and care for the Barlinek Vinyl Floors”*,
- c. changes in the Flooring color caused by sunlight, intense lighting or ageing processes of the finish coat,
- d. defects resulting from incorrect installation or use of the floor in conditions inconsistent with the *Installation Instructions* or the document entitled *“Conditions for use and care for the Barlinek Vinyl Floor”* (Installation Instructions are printed on each product package in a form of icons, and are also available at [us.barrowlinek.com](https://us.barrowlinek.com); the *“Conditions for use and care for the Barlinek Vinyl Floors”* are available at [us.barrowlinek.com](https://us.barrowlinek.com)),

e. damage to the Barlinek Vinyl Floor installed on the surface with an underfloor heating system having parameters inconsistent with those specified in the *Installation Instructions* and the specific conditions for the installation and use of the Barlinek Vinyl Floor on floors with an underfloor heating system, if this had an impact on the damage,

f. the Product that has been installed in spite of visible defects; visible defects are those that are noticeable in the product after it has been unpacked (e.g. defects in the surface layer or damage to the lock making it impossible to install). Products with visible defects should be set aside before or during installation and reported to the seller so that they can be replaced,

g. modification or repair of the Product by the user, if the works have not been agreed in writing with the Guarantor,

h. damage in transport, except for transport by or on behalf of the Guarantor,

i. damage to the Flooring due to building subsiding or uneven subfloor,

j. damage caused by improper care or use of improper care products,

k. damage caused by staining (e.g. spilt liquids), scratches or contamination of the surface layer (e.g. caused by moving furniture, failure to replace worn felt pads under furniture feet, animal claws, use of unsuitable footwear, door mats and furniture casters containing black rubber, changes in gloss or indentations on the wooden floor surface, e.g. caused by falling objects on the wooden floor surface),

l. damage caused by the use of the Barlinek Vinyl Floor in microclimatic conditions (e.g. temperature, point sunlight) inconsistent with the *Installation Instructions* and conditions of use,

m. effects of uneven light reflection on the installed Flooring which cannot be measured or which are visible only under specific lighting or at a specific angle (visual inspection of the installed floor should be carried out in a standing position under natural lighting conditions),

n. Flooring, which are in any manner used improperly,

o. damage resulting from improper storage, excessive wear and use,

p. damage resulting from water penetrating through damaged, cracked, non-waterproof joint between the panels and the walls, bathtub, shower casing and damage resulting from water penetration through damaged panels.

#### 5. CONDITIONS AT THE INSTALLATION SITE

5.1. The conditions at the installation site including the temperature, subfloor humidity and air humidity are provided by the Guarantor in the *Installation Instructions* printed on the package of the product and available at [us.barrowlinek.com](https://us.barrowlinek.com)

5.2. The installer is obliged to observe the rules of installation specified in standards and industry specifications describing the conditions for the performance of flooring works.

5.3. The Barlinek Vinyl Floor must not be installed in areas with very high temperatures or humidity such as saunas, swimming pools, shower trays, bathtubs or similar.

5.4. SPC floors can be installed in bathrooms and similar rooms of this type exposed to local water splashes. Floor surface, provided that all connections of the edges of the panels with obstacles such as walls, bathtubs, shower tray enclosures are secured with a flexible waterproof anti-moisture mass, e.g. sanitary silicone or a flexible adhesive mass in a selected colour. A floating or adhesive system for installing SPC panels is permitted in accordance with the

installation instructions available on the website [us.barlinek.com](https://us.barlinek.com)

When choosing an adhesive system for installing SPC panels, the appropriate, recommended adhesive system available on the website [us.barlinek.com](https://us.barlinek.com) should be used.

## **6. HOW DO YOU OBTAIN WARRANTY RIGHTS HEREUNDER?**

To obtain warranty rights, you must follow the below procedure:

- a. You must submit your complaint during the Warranty Period in writing or by e-mail within one (1) month from the date of detecting the alleged defect, describing thereof in as much detail as possible;
- b. You shall attach to your complaint a proof of purchase of Product;
- c. The complaint may be submitted to either: (i) the retailer from whom the Product was purchased; or (ii) directly to Barlinek at 5881 Glenridge Drive, Suite 130, Atlanta, GA 30328 or via e-mail to [claims.usa@barlinek.com](mailto:claims.usa@barlinek.com). The complaint should include the proof of purchase of the Product and photographic documentation of the alleged defect of the Product;
- d. Barlinek shall register the complaint in the timely manner;
- e. Barlinek is authorized to inspect the Product at stake at its installation or storage site, notifying you thereof in advance. Please allow from two (2) to four (4) weeks for the inspection to be performed; and
- f. Barlinek shall notify you about the manner of handling your complaint in writing or by e-mail.

## **7. PROCESSING THE COMPLAINTS/ REMEDIES UNDER THIS WARRANTY**

7.1. With respect to any defective Product during the Warranty Period, We will, in our sole discretion, either: (a) replace such Product (or the defective part) free of charge or (b) repair it by removing defects thereof.

7.2. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, We will refund the purchase price of such Product.

7.3. If Product was professionally installed and deemed defective, we will also pay reasonable labor costs for the direct repairs or replacement within the first (5) five years of the Warranty Period.

7.4. In case the removal of the defect would be impossible or would require excessive costs, taking into account the value of the defect-free Product and the type and significance of the defect detected, we will refund the purchase price of such Product.

LIMITATION OF LIABILITY THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

IN CASE YOU ARE A CONSUMER, PLEASE BE ADVISED THAT SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **8. CONDITIONS FOR USE OF THE FLOORS.**

8.1. The conditions for use of the Barlinek Vinyl Floor can be found in the Installation Instructions included in each pack of floorboards and at [us.barlinek.com](https://us.barlinek.com)

## **9. HOW DOES STATE LAW APPLY TO THIS WARRANTY?**

This Limited Warranty gives you specific legal rights, but in case you are a consumer, you may also have other rights which vary from State to State.

## **10. MISCELLANEOUS**

Barlinek reserves the right to discontinue any of its Products without notice and shall not be held liable therefor.