



Barlinek USA Corp., with its registered office in Atlanta, grants a limited:

- LIFETIME** residential use
- 10 YEARS** commercial use

quality **WARRANTY** for the purchased **Barlinek Hybrid Flooring**:

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

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT www.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 WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, 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., located at 5881 Glenridge Drive, Suite 130, Atlanta, GA 30328 ("We" or "**Barlinek**" or "Guarantor") (hereinafter referred to as the "Guarantor")

grants the warranty for the **Barlinek Hybrid** floor ("Product") quality in accordance with the terms provided in this warranty certificate. The warranty certificate form is available at www.us.barlinek.com. The liability of the Guarantor under the warranty

covers physical defects arising from reasons attributable to the subject of sale.

1.2. The party authorized to use the warranty is the Purchaser fulfilling the conditions of the present warranty.

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

1.4. The Guarantor warrants to the original Purchaser and to flooring in its original installation (hereinafter referred to as the "Purchaser") that the **Barlinek Hybrid** floor will be free from manufacturing defects during the warranty period.

1.5. The Guarantor draws the Purchaser's attention to the fact that hardwood applied to the top layer of the **Barlinek Hybrid** floorboard is a natural product, in which natural differences in grain, color, knot size, and other natural and individual features of wood may occur. The floor Purchaser/installer should cull and review an appropriate selection of floorboards and reject or remove unwanted floorboard elements before installation.

1.6. The Guarantor draws the Purchaser's attention, regardless of the features of the **Barlinek Hybrid** floor, to the fact that as a result of longterm, increased humidity affecting the floor components, damage may occur to the infrastructure surrounding the installation site, such as: walls, floors, equipment, furniture, flooring, skirting, finishing materials, floor heating elements or other elements which are not part of the **Barlinek Hybrid** floor. Damage can result from fungal and mold growth due to prolonged exposure to water or moisture.

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 Hybrid** 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 its Products meet the requirements of the Product Declaration of Performance for the **Barlinek Hybrid** floor hybrid flooring and the Product Technical Data Sheet available for download at the Guarantor's website www.barlinek.com.

2.3. The warranty covers:

- durability of the wear layer of the **Barlinek Hybrid** floor hybrid panels when used as intended,
- durability of the **Barlinek Hybrid** floor design,
- the quality of finish of the **Barlinek Hybrid** floor (dimensions, fit
- between the elements) in accordance with EN 16511 „Wood-flooring and parquet. Multi-layer parquet elements"

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 www.barlinek.com or in the document entitled Conditions for use and care for the **Barlinek Hybrid** floor available

at www.barlinek.com or from the dealer, must be adhered to.

3.2. To exercise the rights under this warranty, the proof of purchase of the complete **Barlinek Hybrid** floor is required.

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

3.4. These terms of warranty apply exclusively to the original Purchaser and to flooring in its original installation.

3.5. The Purchaser undertakes to follow the installation, care, and maintenance instructions for the **Barlinek Hybrid** floor hybrid panels.

3.6. It is the Purchaser and the installer's responsibility to check the **Barlinek Hybrid** floor panels 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 Hybrid** floor panels with visible defects are installed, b) when **Barlinek Hybrid** floor non-conforming visibly to the Purchaser's order are installed.

4. EXCLUSIONS FROM THE WARRANTY

4.1. When buying the **Barlinek Hybrid** floor which includes floorboards with a wear layer made of a natural raw material such as wood, the Purchaser should be aware of possible visual differences between the natural wood color, grain pattern, amount or size of natural wood characteristics (e.g.

knots) as shown in the sample book or photographs included in the Guarantor's marketing materials, and the products offered for sale. The differences resulting from the natural structure of wood, and differences in the arrangement or intensity of natural wood characteristics between the Guarantor's sample book or catalogue photographs, and the product bought by the Purchaser are not deemed as product defects.

4.2. Barlinek Hybrid floor products are water resistant but not waterproof. Water resistance means that the integral structural components of the **Barlinek Hybrid** floorboards shall not be affected by short-term exposure to water. The warranty does not cover product damage, e.g. fungi, mold, or damage resulting from water or other liquids remaining on the surface of the floor or water/other liquids which have seeped into the underlayment at floorboard joints or expansion joints as a result of spillage.

4.3. The warranty does not cover products installed in public facilities with very high foot traffic, such as industrial premises, in particular production halls, airports, corridors in schools, shopping centers.

4.4. In addition, the warranty does not cover:

a. changes in the surface layer of the **Barlinek Hybrid** floor panels 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 be defective product),

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 Hybrid** floors",

c. changes in the wood color caused by sunlight, intense lighting or ageing processes of the wood or 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 Hybrid** floor" (Installation Instructions are printed on each product package in a form of icons, and are also available at www.barlinek.com; the "Conditions for use and care for the **Barlinek Hybrid** floors" are available at www.barlinek.com),

e. damage to the **Barlinek Hybrid** 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 Hybrid** 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). Panels 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 floor due to building subsiding or uneven sub-floor,

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 Hybrid** 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 floor 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. floors 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 board and the walls, bathtub, shower casing and lack of impregnation of the subfloor before installation,

r. minor defects of knots filling in brushed floorboards, which are a feature of this type of finish of the wear layer,

s. cracks and gaps between the boards due to natural swelling and shrinkage of the wood as a result of changes in humidity,

t. damage resulting from improper storage, improper conditions at the place of use (improper humidity conditions at the place of use and improper temperature), extreme sunlight, excessive wear and use;

5. CONDITIONS AT THE INSTALLATION SITE

5.1. The conditions at the installation site including the temperature, sub-floor humidity and air humidity are provided by the Guarantor in the Installation Instructions printed on the package of the product and available at www.barlinek.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 Hybrid** 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. The **Barlinek Hybrid** floorboards can be installed in bathrooms and similar types of rooms exposed to localized splashing of the floor surface with water, provided that all board edge connections with obstacles such as walls, bathtubs, or shower tray casings are protected with a flexible water resistant anti-humidity compound, e.g. sanitary silicone or flexible adhesive

compound in a chosen color. In these rooms, the boards must be glued to the subfloor,

5.5. Before flooring installation in bathrooms laundry and similar rooms exposed to spillage of water on the floor surface, it is recommended to impregnate the subfloor with an anti-humidity agent (e.g.; damp-proofing primer). The primer and adhesive should form one system;

6. HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, 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 a proof of purchase of Product to your complaint;

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. 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.

The conditions for use of the **Barlinek** Hybrid floor can be found in the Installation Instructions included in each pack of floorboards and at www.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.