**Furniture Linoleum/Desktop**

**Product Guarantee Statement**

 **Product Guarantee Period**

 **Forbo Furniture Linoleum/Desktop 5 Years**

Forbo Flooring UK Limited (“Forbo”) will guarantee the above-named Product for the respective period of years as stated above from the date of delivery from our premises (“the Guarantee Period”) in accordance with the terms and conditions set out below.

Guarantee Scope

Forbo’s commercial surface material range which includes the Product listed above is guaranteed when fitted for interior use only.

Forbo guarantees the above-named Product against;

* Any apparent manufacturing defects which are advised before or during the fitting. The Customer shall not be entitled to claim under this Guarantee if the defect was apparent on inspecting the material but the Customer continued to install the Product.

Guarantee Terms

In the event that the Product is determined to be defective by Forbo (acting reasonably), Forbo shall replace any defective material (which may be all, or part of an installation) in an identical colour or if such material is unavailable or discontinued in the nearest alternative material in terms of its aspect and quality.

This Guarantee is conditional on:

1. The defective Product and premises where the Product is installed being made available to Forbo for inspection and testing.
2. Forbo being entitled to use any independent body as part of the inspection and testing process.
3. Preparation of the substrate/backing and installation must be in accordance with the Forbo Flooring guidelines, relevant standards and memorandums directly applicable to the Products at the time of installation.
4. All materials must be fitted using the fitting specifications recommended by Forbo.
5. Products have been cleaned and maintained in accordance with recommended Forbo guidelines.
6. No third party having attempted to undertake any remedial work.
7. Notice in writing is given to Forbo immediately any alleged defect is discovered.
8. The total price for the Products supplied having been paid by the agreed date for payment.

The replacement of defective materials under this Guarantee shall be limited dependent the amount of time that has passed since the material was delivered.

For products with a seven year (or less) guarantee the following shall apply. If the claim is made within:

* + First two years following date of delivery: 100% of the value of the acknowledged defective part.
	+ Third year following date of delivery: 75% of the value of the acknowledged defective part.
	+ Fifth year following date of delivery: 50% of the value of the acknowledged defective part.

Forbo reserves the right at all times to carry out such remedial work as it in its absolute discretion considers necessary to correct any slight imperfection. This does not affect the Guarantee.

Exclusions

This Guarantee shall not apply in the event of:

1. Any abnormal use applications not in accordance with those specified on the Sample Card, technical literature or installation guide.
2. Damage caused through accidents, fires, explosions, floods, negligence arising in the course of transportation and warehousing or other mis-handling, or caused by unqualified third parties attempting remedial works.
3. Damage caused by abrasive objects, knives, chemicals, chemical transference, dyes, burn or surface scratches/marks due to normal use.
4. Colour variation due to excessive U.V. radiation affecting light fastness.
5. Damage resulting from poor planning of the installation, unreasonable treatment and abuse, or from extreme pressures over a limited area (i.e. localised point loading)
6. Material which has been sold as “downgraded” or “seconds” products.
7. Damage resulting from incorrect fitting of the Product, including, but not limited to, incorrect or improper preparation of the substrate on which the Product is fitted, or incorrect materials (including adhesives) used in fitting the Product.
8. Damage resulting from incorrect maintenance including improper cleaning methods or using non-approved cleaning materials (including high alkaline based products).

The limitations of liability set out in either (as appropriate based on the contractual relationship between us)

1. our Terms and Conditions of Sale; or
2. the terms and conditions of contract between us,

shall apply to this guarantee and, without prejudice to the terms and conditions, Forbo shall not be liable under this guarantee for any indirect or consequential loss or damage, loss of business, loss of custom, or costs incurred by third parties under the terms of this Guarantee.

This Agreement shall be read and construed in accordance with our Terms and Conditions of Sale in force from time to time. If there is any inconsistency between the Terms and Conditions of Sale and the terms of this Agreement, the latter shall prevail.

# For and on behalf of Forbo Flooring UK Limited



**Angus Fotheringhame**

**General Manager UK and Ireland**

*Registered Office: High Holborn Road, Ripley, Derbyshire, DE5 3NT Registered No:* 9200318 England

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