

# Product Guarantee Statement

Product(s)

**Nuway range**

Guarantee Period

**10 years**

Forbo Flooring UK Limited ("Forbo") will guarantee the above named Products 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 flooring range which includes the Products listed above is guaranteed when fitted for interior use only (except where the product specification states that the product may be fitted for exterior use, in which case the terms of this guarantee will apply). The interior use products are not designed for, and are not guaranteed in respect of, exterior use.

Forbo guarantees the above named Products against;

- Manufacturing defects notified during the Guarantee Period resulting in abnormal or premature wear of the surface or failure of component parts, as determined by Forbo (acting reasonably).
- Any apparent 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 floor covering or if such floor covering is unavailable or discontinued in the nearest alternative floor covering in terms of its aspect and quality.

This Guarantee is conditional on:

- 1) The defective Product and premises where the Product is laid/stored 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 sub-floor and installation must be in accordance with the current CITB installation standard, 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) The feet of furniture and any castors (for example used on chairs or cabinets) must be of a design which does not damage the floor covering.
- 7) No third party having attempted to undertake any remedial work.
- 8) Notice in writing is given to Forbo immediately when any alleged defect is discovered.
- 9) 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 on the amount of time that has passed since the material was delivered.



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

- First four years following date of delivery: 100% of the value of the acknowledged defective part.
- Fifth year following date of delivery: 75% of the value of the acknowledged defective part.
- Seventh year following date of delivery: 50% of the value of the acknowledged defective part.
- Tenth year following date of delivery: 30% 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:-

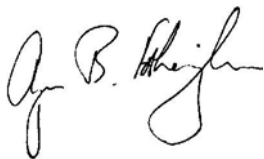
- 1) Any abnormal use applications not in accordance with those specified on the Sample Card, technical literature or installation guide.
- 2) Damage caused through accidents, fires, explosions, floods, negligence arising in the course of transportation and warehousing or other mis-handling, or caused by unqualified third parties attempting remedial works.
- 3) Use of the Product with underfloor heating systems which can surpass 27 degrees Celsius.
- 4) Damage caused by abrasive objects, knives, chemicals, chemical transference, dyes or burns.
- 5) Colour variation due to excessive U.V. radiation affecting light fastness.
- 6) Damage resulting from poor planning of the floor, unreasonable treatment and abuse, or from extreme pressures over a limited area (includes heavy loads, localised point loading and wheeled equipment or furniture).
- 7) Floor coverings which have been sold as "downgraded" or "seconds" products.
- 8) Damage resulting from incorrect fitting of the Products, including, but not limited to, incorrect or improper preparation of the floor on which the Product is fitted, or incorrect materials (including adhesives) used in fitting the Product.
- 9) 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)

- (i) our Terms and Conditions of Sale; or
- (ii) 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 Fotheringham**

General Manager UK and Ireland



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