

# Warranty for Palio Express by Karndean Effective from 1<sup>st</sup> October 2020

Products covered: Korlok, Palio Rigid, Palio Looselay

Subject to the conditions and exclusions set out below Karndean Designflooring (hereinafter referred to as "The Company") guarantees that the products listed will not wear out and will be free from any manufacturing defects from the original date of purchase for the periods and in the applications as set out in the table below;

Product	Residential	Commercial	Light Industrial
Korlok*	35 Years	15 years	n/a
Palio Rigid**	20 Years	n/a	n/a
Palio Looselay	20 Years	15 years	15 years

<sup>\*</sup>this product manufactured to EN 16511 is not suited to light industrial use

# **Definitions:**

- 1. "Wear Out" is defined as the removal of pattern and solid colour from the product, caused by the removal of the protective wear layer.
- 2. "Lifetime" is defined as 35 years. The residential warranty is fully transferable to the next owner provided the floor is used as specified for the room type.
- 3. "Commercial" installations are areas for public and commercial use. 'Light industrial' installations refer to areas considered for light industrial use (ISO 10874 sets out use classifications)
- 4. "Residential" installation is defined as a private domestic residence.

# Conditions - The warranty is conditional on the following having been met:

- 1. The product has been installed according to The Company's installation instructions and BS 8203: 2017 code of practice, current at the time of installation, using the correct materials.
- 2. The subfloor has been constructed in accordance with the relevant building standards, current at the time of installation, and the correct adhesives have been used.

<sup>\*\*</sup>this product manufactured to EN 16511 is not suited to light industrial or commercial use

- 3. The product used has been correctly specified for the use of room (ref EN ISO 10874).
- 4. The floor has been maintained in accordance with the Company's cleaning and maintenance instructions.
- 5. Suitable barrier matting has been provided to all external entrances to prevent the ingress of abrasive materials including grit. Protection (e.g. felt pads or castor cups) has been fixed to the feet of the furniture to prevent damage. The product has been subjected to normal wear and tear.
- 6. For products with a click mechanism, the minimum recommended expansion gap must have been allowed around all fixed items including walls and pipework. These floors must also be fully floated i.e. no items/fixtures/fittings should be permanently fixed either to or through the flooring.

## **Exclusions - The following exclusions shall apply:**

- 1. Defects caused by incorrect or sub-standard installation.
- 2. Any willful or accidental damage (fire, flood, impacts, objects being dropped, dragged across the floor, etc.).
- 3. Any immediately obvious manufacturing defects which have not been notified to The Company within 6 months of installation.
- 4. Damage to products because of poor maintenance, as well as any reduction in surface gloss and texture due to normal wear and tear.
- 5. Defects caused by poor or incorrect subfloor preparation, including where the residual moisture in the subfloor exceeds that permitted by BS8203.
- 6. Damage caused by stains, excessive heat, cuts, scratches/scuffs, and/or other misuse.
- 7. Damage caused by localized 'hot-spots/thermal blocks' when underfloor heating has been installed. Examples include damage caused by rubber-backed rugs or other items which do not allow heat to circulate freely.
- 8. Modifications, alterations or repair, other than by a professionally trained installer.
- 9. Damage caused by indentation and abrasion: e.g. unprotected castor wheels, furniture legs, high and spiked heels.
- 10. Damage or fading caused by external factors, including but not limited to exposure to the sun, mats, excessive temperature, water (including water leakage and subfloor water) heat and hydrostatic pressure.
- 11. For products with a click mechanism, damage to the click mechanism or associated damage.

### Important information

This warranty does not guarantee the product to be fit for a particular purpose or use. It is the responsibility of the user or user's agent to ensure that it is suitable for intended use. Samples supplied prior to the installation of the floor may be from a different batch. Shading, colouration and texture may differ from the final material installed. For residential customers, only, this warranty is transferable; should the purchaser move house, the warranty will remain with the floor purchased. i.e. the warranty is for the property not purchaser. If the warranty is transferred, the residual duration will transfer to the new owner. This warranty covers product only.

#### **Claims**

- 1. All claims must be submitted to The Company in writing as soon as they become apparent.
- 2. The Company will require information regarding the claim, including a copy of the invoice, product detail, installation/subfloor information, photographs and a report of the defect. The Company will require samples of the product but under no circumstances should these be removed from the installation without prior agreement from the Company.
- 3. Once the claim is raised, The Company may choose to inspect the installation. If the product is found to be faulty The Company will require samples of the affected product. The Company will then replace any defective material at no charge with the same or similar product (subject to availability).
- 4. The Company may reimburse a proportion of labour costs to uplift and re-install. All costs must be agreed with The Company before work commences. The cost of labour to rectify any agreed product fault will be limited depending upon the time elapsed since installation.
- 5. If it is found to be necessary to replace a product which is no longer available, The Company reserves the right to replace it with a product of equal value and specification.
- 6. Warranty periods apply from the first date of purchase of the product. In the event of a successful claim, the balance of the original warranty will apply.
- 7. The Company shall not accept or be liable for any direct, indirect, special or consequential loss, expense cost, claim damages (including liquidated damages) arising from negligence or misuse or use other than for the intended purpose.
- 8. The Company will only accept claims against the warranty when the product has been purchased either directly through the Company or through one of its retail partners, please see the Company website for details.

This warranty is a voluntary manufacturer's warranty and provides rights in addition to, and does not affect, your statutory rights. In the event of dispute English law applies.