

## PROFESSIONAL USE POWERBOND AND MODULAR 15 YEARS LIMITED WARRANTY

### Scope

For a period of **15 years** from the date of purchase as specified on the invoice, Tarkett makes the following limited Warranty, subject to the terms and conditions specified herein, for:

- All Tandus Centiva Powerbond and Modular commercial products.

(hereinafter the “Products”).

This limited Warranty applies to Products purchased as from October 1<sup>st</sup> 2018.

### Coverage

Tarkett warrants the Products against:

- Surface wear comprising more than 10% loss of pile fiber weight.
- Edge ravel and zippering.
- Resiliency loss of backing.
- Delamination of the secondary backing from the primary backing containing the face fiber.
- Generation of static electricity of more than 3.0 kilovolts.
- Visible defects reported before installation.
- Defects in material or workmanship during normal and ordinary use, as defined in Tandus Centiva technical documentation and in the appropriate EN standards.

### Conditions of applicability

The Tarkett limited Warranty will be valid provided that the following cumulative conditions have been observed:

- The Products must be installed in accordance with the state of art and updated Tandus Centiva Powerbond or Modular Installation & Floor Preparation Instructions.
- Moisture and pH testing requirements and limitations, defined in the Tandus Centiva Installation & Floor Preparation Instructions must be observed in the installation process.
- The Products must be used in accordance with the recommended use specified in Tandus Centiva technical documentation.
- The Products must be maintained in accordance with the Tandus Centiva Care & Maintenance Guidelines.
- Chair pads are not required, but are recommended for an optimum textural performance. In the absence of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic. More intensive maintenance will also be required for Products installed on stairs.
- The use of Tandus Centiva approved primers, adhesives

and seam sealers being made according to the recommendations and technical documentation of the producer of such products.

### Claims under Warranty

The customer must give Tarkett written notice of any claimed defect immediately upon learning of the defect and in no event more than 30 days after the claimed defect is discovered. The claim shall be sent to:

Tarkett Australia Pty Ltd  
Suite 1, Level 3,  
3 Columbia Court  
Baulkham Hills NSW 2153

The claim must be accompanied by:

- A copy of the invoice
- The manufacturing serial number.
- One or more photographs, and an accurate description of the defect or fault detected.

The customer must permit an inspection of the Product by Tarkett.

If necessary, Tarkett reserves the right at its discretion to remove from the site a quantity of the Product for laboratory analysis.

Tarkett will replace any defective Product at no charge if the Product is proven to be defective prior to installation.

If installation is in process, it shall be stopped on the day the defect is noticed otherwise the Warranty shall not apply.

If, upon inspection, Tarkett determines at its sole discretion the Product to be defective, subject to the limitations contained in this Warranty, Tarkett will, at its option, either replace the defective Product at its cost in the affected room or area, or refund to the customer an amount equal to:

$$\frac{A \times B \times (C - D)}{C}$$

Where

A = the area of defective Product (rounded up to the next whole square meter).

B = price per square meter paid for the defective Product.

C = limited Warranty period (in months) for the defective Product.

D = the period from date of invoice of the defective Product to date of notification of defect (in complete months, rounded down).

Should Tarkett be unable to perform the replacement with an identical Product, the Product closest to the original in appearance and quality will be used.

Tarkett may also refund at its discretion labor costs upon presentation of receipts by the customer.

Under no circumstances shall the Tarkett refund exceed the purchase price of the defective Products.

Product repairs or replacements performed under the terms of this Warranty shall not result in

any extension whatsoever of the Warranty.

If however, the cause of the defect is found to be outside the scope of the Warranty, Tarkett reserves the right to charge the customer for the cost of the inspection. Any repairs deemed necessary by Tarkett during an inspection of the Product which are the responsibility of the customer (or its agents, contractors, employees or invitees) must be carried out at the customer's expense in accordance with Tarkett recommendations for the warranty to continue during the warranty period.

### Exclusions from Coverage

This Warranty does not apply to the following:

1. The exact matching of shade, color or mottling.
2. Damages for Products being installed without observing the moisture or pH levels set forth in the Tandus Centiva Installation & Floor Preparation Instructions. Moisture intrusion at tile edges or seams is specifically excluded from this Warranty.
3. Tarkett will not be liable for claims arising due to poor install workmanship, poor building design, structural movement or other building movement and any service condition outside those specified as acceptable in Tandus Centiva literature including but not limited to:
  - Humidity coming from wrong maintenance or any leakage, especially for wood products.

- Fading and/or discoloration resulting from heavy sunlight penetration and ultra-violet ray exposure from direct or glass filtered sunlight.
- Damage to Products from pallet jack and tow motor traffic.
- Premature wear and deterioration from high or spike heels, skate blade exposure or non-adapted furniture. Customers must ensure that the bottoms supports of furniture and chair castors are such that they will not damage the surface of the Products.

4. Soiling visibility is affected by colors and patterns. Information for optimizing your selection on colors and patterns can be found in Tandus Centiva technical documentation.  
**Appearance retention is not covered by this Warranty.**
5. Pile shading, pile crushing, tears, burns, cuts, pilling, and matting.
6. Damages for Products being installed on irregular surfaces.
7. Damages caused by uses and/or maintenance contrary to Tandus Centiva specifications, recommendations or instructions.
8. Damages due to point loads in excess of 150 pounds per square inch.
9. Products are subject to the applicable Tandus Centiva

product tolerances which are available upon request.

10. Sale of "Seconds", "Off Goods" or other irregular (non-first quality) Products. "Seconds" or "Off Goods" are sold "as is".

11. Material installed with visible defects.

12. Installation of Tandus Centiva Products with primers, adhesives or seam sealers other than those recommended by Tandus Centiva.

13. Problems caused by moisture, hydrostatic pressure, alkali in the subfloor, or discoloration of the Product caused by the use on the subfloor of any pen, marker or paint whatsoever which migrates through the Product.

14. Exterior installations. Tandus Centiva products are designed for interior applications only.

15. This Warranty is null and void if damage is caused as a result of fire, accident, including aggressive chemical attack, explosion, pollution, flood, freezing conditions, lightning, carelessness, vandalism, lack of entrance barrier matting, damage during transport, or storage and handling before or during installation.

16. The Warranty excludes all damage which has occurred to the Product as a result of abrasions from external elements: sand, grit, bitumen, building materials, etc.

17. Furthermore excluded from this Warranty are stains connected with external sources, paints, tar, bitumen, dye stuffs, regenerated rubber castors and chair legs and stains, discoloration or any damages caused by the migration of the adhesives.

### Miscellaneous

**This express limited Warranty constitutes the sole warranty provided by Tarkett. Tarkett makes no other warranty, either express or implied, of any kind for Tandus products.**

**This Warranty supersedes all prior discussions, negotiations, understandings and agreements between Tarkett and the customer concerning the subject matter hereof.**

None of our installers, retailers, distributors or employees has been granted the right to modify the obligations, disclaimers, exclusions or limitations under the express Warranty.

**To the extent allowed by local law, Tarkett shall not be liable for loss of profits, direct, indirect, incidental, special, consequential or other damages under this Warranty or from any cause whatsoever, whether based upon warranty, negligence, breach of contract, strict liability or any other legal theory.**

This Warranty gives you specific rights, and you may also have rights which may vary from country to country.

To the extent that this Warranty is inconsistent with a local law, this Warranty shall be deemed modified to be consistent with

such local law. Under such local law, certain disclaimers and limitations of this Warranty may not apply to the customer. Nevertheless, the remainder provisions of this Warranty shall remain in full force and effect and shall not be affected thereby.

### Installation, Use & Maintenance

**For installation and maintenance instructions, please contact your designated Tarkett Representative or alternatively Tarkett's Customer Service via email on [CustomerService@tarkett.com](mailto:CustomerService@tarkett.com) or via phone on 1300 851 484.**