

## Beauflor Blacktex Warranty Certificate

1st January 2017 v.1.0



### Consumer Products

#### Blacktex

#### Scope

Covered by this warranty are all the floor coverings in the Blacktex range intended for residential use marked specifically in a way committing Blacktex.

#### Validity Period

The warranty duration varies according to the products and may be up to 10 years depending on the qualities, the profiles produced and the use recommended by Blacktex.

The start of the warranty is at the date of purchase for the covering by the consumer, shown on an invoice produced by the retailer, clearly mentioning the reference and the selection of the covering properties.

#### Warranty

The only coverings guaranteed are those classified as perfects and used according to the state of art and Blacktex specifications (a note is attached to this document), and this applies to rooms for domestic or commercial use according to the Blacktex specific warranty details and period.

#### The Following Criteria are Covered by the Blacktex Warranty

- Apparent defects, indicated to Blacktex or to the retailer prior to laying, such as appearance defects, structural defects, indelible stains, defects on the backing other than back printing; and
- Manufacturing defects, indicated to Blacktex or to the retailer during the warranty period, causing after a time an abnormal change such as early wear (beginning of the pattern legibility loss).

#### The Following Criteria are Excluded from the Blacktex Warranty

1. Products sold in a quality other than perfects;
2. Defects caused by an installation which is not according to laying instructions specified by the Manufacturer or Australian Standards;
3. Mishandled or unsuitably stored products or products subjected to a use other than domestic use;

4. Products damaged during transportation outside Blacktex responsibility or in any other way outside Blacktex responsibility;
5. Products which are cut or laid with an apparent defect;
6. Products having been unsuitably maintained, in a way not complying with the maintenance instructions specified by Blacktex;
7. Products for which deterioration, leading to their replacement, is caused by sub-floor unevenness;
8. Differences in colour, gloss and embossing structure between the products sold and the pictures or samples and, in the case of purchasing contracts, differences in manufacturing, including colour differences between different production batches;
9. Damages caused by stains, burns, cuts, grooves, friction, accidental indentations, loss of colour caused by carpet backs, painted surfaces, yellowing related to an external product i.e. asphalt, tar, etc.;
10. Damages caused by stiletto heels and unprotected legs of tables and chairs;
11. Defects and damages caused by circumstances outside Beauflor's control;
12. Loss of colour or damages caused by outside sources, including water, leaks, flooding, heat and very strong sunlight; and
13. All products can possibly have colouring caused by furniture rubber feet which is likely to leave indelible marks; otherwise, place rigid cups under the feet. Colouring caused by the feet of waxed pieces of furniture likely to leave indelible marks, otherwise, protect any sensitive part using felt pads.

#### Conditions of Application

Any defect shall be indicated to Blacktex or the retailer immediately after it is found. The defect shall be acknowledged after examination of the covering by a Blacktex representative or a duly qualified authorised agent. Blacktex reserve their right to require a sampling showing the defect found in order to analyse it in their laboratories.

#### Conditions of Compensation

For any defect found on a product covered by the Blacktex warranty and conforming to the criteria of cover and application, and further to the file being accepted by the Blacktex, compensation shall be granted.

Such compensation covers the purchase price for the covering, excluding the taking up cost, the installation and dismantling cost i.e. partitions, furniture, etc.. The cost of laying, and of material used for laying, glue, skirting board etc., is broken down into the following warranty periods.

#### For 10 years

- ≤ 2 years\* = 100%<sup>Δ</sup>
- ≤ 4 years = 75%
- ≤ 7 years = 50%
- ≤ 10 years = 20%

\* Period after the product was laid,

<sup>Δ</sup> Percentage of the reimbursement cost for the affected area.

Any claim under this warranty must be made within the above stated years of the date of purchase of the product. To make a claim under warranty, take the product (with proof of purchase) to the store where you purchased the product or contact Beauflor.

Beauflor will pay your reasonable direct expenses of claiming under this warranty. You may submit details and proof of your claim to Beauflor for consideration. This warranty is provided in addition to the other rights and remedies you may have under law; our goods come with guarantees which cannot be excluded under the Australian Consumer Law.

You are entitled to replacement or refund for a major failure and to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty is given by **Beauflor Europe**.

**Blacktex** is distributed in Australia by

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