

COMMERCIAL WARRANTY

EFFECTIVE: MAY 05, 2015

PRODUCTS & COVERAGE

ASPECTA BV warrants that its Elemental by Aspecta™ flooring will be free from manufacturing defects and, under normal use and maintenance, will not wear out through the original decorative pattern, for 10 years from the date of purchase. This limited warranty only applies provided the flooring covered by this warranty is installed and maintained according to the **Elemental by Aspecta™ Professional Installation and Elemental by Aspecta™ Care and Maintenance Guides**.

PRE-INSTALLATION

ASPECTA BV warrants that its flooring is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. ASPECTA BV will not be responsible for any claim for flooring installed with visual defects.

INSTALLATION

ASPECTA BV does not warrant flooring installers' workmanship. Installation errors should be addressed to the flooring contractor who installed the Elemental by Aspecta™ flooring. Elemental by Aspecta™ floors should be installed by professional flooring contractors with experience and demonstrated expertise in installing commercial floors of similar size and complexity. This limited warranty covers replacement materials only, provided that such flooring is installed according to the **Elemental by Aspecta™ Professional Installation Guide** and only if the flooring is installed using the ASPECTA BV recommended adhesives. The use of any other adhesive during installation will void the warranty if problems/issues arise as a result of the use of an adhesive other than a recommended adhesive. Please refer to the current Guide for the type(s) of adhesive(s) that should be used for installation. All other instructions contained in the current Installation Guide must be followed when installing Elemental by Aspecta™ flooring, or this warranty will be voided. This Guide is revised periodically and floors must be installed according to the current Guide at the time of installation. Please check our website for the current Guide.

REPLACEMENT/REPAIRS

ASPECTA BV reserves the right to repair any flooring and/or to use its own source to obtain an installer for replacement flooring. If ASPECTA BV repairs or replaces any flooring as a result of a warranty claim, you will be required to clear, at your own expense, any items placed over the affected areas subsequent to the original installation. In the event that ASPECTA BV repairs or replaces any flooring covered under this limited warranty, this limited warranty shall remain in effect with respect to such flooring for a period limited to the remaining eligible duration of the original limited warranty.

TERMS FOR WARRANTY

If a defect covered by this limited warranty is found within the warranty period and reported in writing promptly to ASPECTA BV within a specified time from the date of purchase in accordance with the chart below, ASPECTA BV will supply new flooring material of similar colour, pattern and quality to replace the defective area. In case of questions regarding the terms of this limited warranty, please contact our Elemental by Aspecta™ Customer Service Department at **+31(0) 881 662500**

| PERIOD (YEARS) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11-25 |
|----------------|------|------|------|------|------|------|------|------|------|------|-------|
| MATERIAL | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| LABOR | 100% | 90% | 80% | 70% | 60% | 50% | 40% | 30% | 20% | 10% | 0% |

ASPECTA BV reserves the right to inspect any flooring, request samples, secure photographs or any other information as may be required to ascertain the nature of any claim under this limited warranty.

EXCLUSIONS

The following are not covered by this limited warranty:

- Dissatisfaction or damage due to improper installation or maintenance, including use of improper adhesives, cleaning solutions or finishes, subfloor moisture, alkalinity, hydrostatic pressure, unevenness or irregularities.
- Damage caused by fire, burns, abuse, flooding, moisture, mildew, spills, scratches, abrasive scouring pads, scuffing, staining, construction or installation.
- Damage caused by vacuum cleaner beater bar, indentations or damage caused by spiked heeled shoes, improper rolling loads, caster wheels, chairs or other furniture without proper floor protectors and cuts from sharp objects.
- Changes in colour or sheen from exposure to sunlight or due to use of rubber-backed mats.
- Exterior applications.
- Loss of gloss.
- Minor shading, colour or texture differences between samples or printed colour photographs or illustrations and delivered product.
- This limited warranty is void if, prior to installation, this flooring is not acclimated to room temperature (between 18.5°C and 29.5°C) at job site between 24 and 48 hours and, if post-installation, such flooring is not continuously maintained at such temperature.
- Loss due to loss of time, inconvenience, incidental expenses (such as telephone calls, labour and/or materials) incurred in the removal or reinstallation of the affected material, and any other incidental, economic or consequential damages.
- Costs associated with the installation of replacement flooring which may be provided by ASPECTA BV.

Some jurisdictions do not allow the exclusion or limitation of incidental, economic or consequential damages so that the above limitations and exclusions may not apply. Your warranty gives you specific legal rights, and you may have other legal rights, which vary from country to country and which are not affected by this warranty.

This warranty is in lieu of any other warranties, expressed or implied. Please keep your receipt or obtain it from the original purchaser. ASPECTA BV requires the receipt in order to verify date of purchase to help resolve any problems.

WARRANTY OWNER

This warranty applies only to the original purchaser of first quality flooring and the original installation site, but may be transferable one-time only upon a change in ownership of the installation site. Any request for transferability of this warranty must be made in writing to ASPECTA BV, by the new owner of the installation site. ASPECTA BV reserves the right to inspect the installation site upon request for a one-time transfer of this warranty. Transferability of this warranty will be voided if any modification has been made to the flooring by the original owner of the installation site or will be made by the new owner or if the new owner intends to use the space of the installation site for a different purpose. In addition, one-time transferability is available only if the new owner agrees in writing to follow all Elemental by Aspecta™ General Care and Maintenance Guidelines. ASPECTA BV will NOT pay any labour costs with respect to a claim under this warranty.

Claims under this limited warranty must be made in writing to the following address:

Elemental By Aspecta Warranty Department,
ASPECTA BV,
Argon 37A,
4751 Xc Oud Gastel,
Netherlands