



GERFLOR CONTRACTUAL WARRANTY

Sport Products for commercial applications

CANADA

ARTICLE 1 - Purpose and scope of the Warranty

Notwithstanding legal warranties relative to **product conformity**, GERFLOR grants any buyer of its products (professionals and fitters), free of charge, a Contractual Warranty covering established defects of its Products **for commercial applications** (hereinafter the “**Product(s)**”) that become apparent **after delivery** on the national territory (hereinafter the “**Warranty**”).

ARTICLE 2 - Term of the Warranty

2.1. The term of the Warranty depends on the Product range, all references included, as listed below:

Gerflor Sport Range	Term of the Warranty
Taraflex Sport M Plus	15 years
Taraflex Performance	
Taraflex Comfort	
Taraflex Multi-use	
Taraflex Surface	
Recreation 45	
Recreation 60	
Recreation 85	

The Warranty only applies to the Products listed above, of which the wear layer used for their production is equal to or greater than 0.5mm

2.2. The Warranty shall be effective for any Product purchased **on or after 1st January 2024** and shall commence on the Product purchase date.

ARTICLE 3 - Application of the Warranty

The Warranty shall apply provided that:

- the Product has been installed in **professional premises**.
- the Product has been laid in accordance with professional practices and any applicable regulations in force and, in all cases, in accordance with the most recent instructions for use applicable on the purchase date of the relevant GERFLOR Product, as specified on the GERFLOR Canada’s website www.gerflorcanada.com
- the Product has been used in ordinary conditions and in compliance with the recommendations provided by GERFLOR Canada on its website, www.gerflorcanada.com, on the purchase date of the Product.

- the Product has been regularly maintained in compliance with the recommendations provided by GERFLOR Canada on its website, www.gerflorcanada.com, on the purchase date of the Product.

ARTICLE 4 - Exclusions

- 4.1. The GERFLOR Contractual Warranty shall not apply to damage resulting from a cause not related to the Product, including but not limited to:
- use of the material for a purpose other than the intended purpose;
 - fire, explosion, exceptional weather conditions or natural disasters;
 - damage occurring during Product storage or handling prior to laying;
 - defective installation;
 - damage due to poor installation or improper preparation of the surface prior to laying the Product;
 - damage due to the absence of appropriate protective covering (e.g matting, etc.) on the Product;
 - damage caused by the installation or moving of furniture without adequate protection of the Product and of the feet or legs of the furniture (e.g. plastic or felt protection);
 - damage caused by sharp, cutting or piercing materials;
 - stains, scratches, splashes, burns or any other marks caused by using the Product;
 - damage caused by using the Product in a damp environment;
 - accidents, chance events, losses of human life;
 - design or construction errors;
 - adhesive or adherence defect preventing the coating from bonding to the surface, be it concrete or any other material, caused by rising damp, trapped vapour or other;
 - surface defects;
 - failure by contractors or persons responsible for the installation to comply with the specifications and professional practices;
 - defective joints and welds;
 - random wear on certain areas of the surface;
 - alteration to the gloss howsoever caused and other aesthetic disorders;
 - changes to the initial appearance of the floor covering, especially in areas of intensive use and areas exposed to excessive use and particularly caused by the input of sand, gravel, dust and dirt in and around buildings;
 - tinting or fading of the covering due to sunlight, heat or other;
 - damage caused by negligence or inappropriate maintenance procedures or any other causes beyond the control of GERFLOR;
 - damage due to stains, cuts, scratches, crushing, grooves, scrapes, perforations, tears and punching caused by loads in excess of the specified static and dynamic loads limitations on the GERFLOR Canada's website www.gerflorcanada.com
 - burns and fading caused by residual carpet dye, by rubber or other synthetic material backings used for mats, or by painted or asphalt surfaces;
 - damage due to the absence or insufficiency of protection on furniture legs and feet and the floor, or to any other improper use of the floor covering.
- 4.2. Furthermore, the GERFLOR Contractual Warranty shall not cover damage due to normal wear of the Product.
- 4.3. The presence of mould and/or water between the GERFLOR floor covering and the surface also excludes the warranty and can particularly cause the appearance of swells in the floor covering, or fading, stains and unpleasant odours.

ARTICLE 5 - Warranty application

- 5.1. Application of the Warranty is subject to GERFLOR being notified of the Product defect **within 30 days of detection of the defect**, by email (gerflorcanada@gerflor.com) or by registered letter with return receipt requested sent to:

GERFLOR Canada
1440 rue Hocquart #214,
Saint-Bruno, Québec,
J3V 6E1

- 5.2. Notification must be sent with:
- a copy of the purchase invoice.
 - the Product reference and the serial number marked on the Product label or packaging.
 - a precise description and/or one or more photographs of the defect detected on the Product.
- 5.3. GERFLOR reserves the right to inspect or to have the Product inspected by an authorised agent or representative and to take a sample of the Product on site for analysis.
- 5.4. If all or any part of the Product is effectively recognised as being defective **prior to being laid** and the Warranty is applicable, GERFLOR shall replace the defective part by providing the buyer or the end user, as applicable, via the distributor of the original Product, with an identical product, if the reference is still sold, or a product of equivalent quality in the product range existing at the time of the complaint, as soon as possible and at the latest within 60 days of receiving notification of the Product's defect.
- 5.5. Products replaced under the Warranty shall be guaranteed for the remaining term of the initial Warranty.
- 5.6. If all or any part of the Product proves to be defective **once the material has been laid** and the Contractual Warranty is applicable, GERFLOR shall grant compensation based on a sliding scale according to the warranty period that has elapsed and taking account of the depreciation the Product has undergone by applying the following percentages:

Time elapsed since Product purchase / delivery	Percentage of the initial purchase price of the Product refunded by GERFLOR
between 0 and 1 year	100%
between 1 and 5 years	80%
between 5 and 8 years	50%
between 8 and 12 years	20%

- 5.7. **The Warranty does not cover laying and/or removal costs which shall remain payable by the buyer or the end user.** It is exclusive of all other refund or extra compensation.

ARTICLE 6 – Miscellaneous

- 6.1. This Warranty is the only warranty offered by GERFLOR in respect of its Products.
- 6.2. The stipulated Warranty obligations, terms of validity or exclusions may not be amended, limited or revised in any manner by any distributor, retailer or fitter of GERFLOR Products.
- 6.3. Should any provisions of the Warranty contradict any applicable national legislation, such provisions shall be deemed amended so as to be compliant with the applicable law, the other provisions of the Warranty remaining in full force and effect in relation to the beneficiary of the Warranty.
- 6.4. The information contained in our documents (Principles of Use, product datasheets, etc.) is subject to change at any time without notice.

In the context of constantly changing technology, our customers are responsible, **prior to any use, for checking with us** that the said documents are the versions in force.

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