

## Warranty on MeisterWerke cork and linoleum flooring

**I. Warranty cover:** MeisterWerke Schulte GmbH, Johannes-Schulte-Allee 5, 59602 R then-Meiste, provides a warranty, over and beyond statutory rights under § 437 of the German Civil Code (replacement, cancellation of contract, reduction of purchase price and compensation) under the following warranty conditions. MeisterWerke provides a warranty for the correctness of the product structure's triple-layered bonding, provided the product is used for the purpose which it is intended in living areas. The warranty does not cover any damage caused by incorrect treatment and use. In particular, any load or wear on the flooring that is not the purpose for which the flooring was intended, mechanical damage caused by furniture, pets etc. such as dents and scratches, for example. Visual damage such as joints, changes in colour due to exposure to light and the deformation of individual planks caused by seasonal, room climate conditions are also not covered. Damage as a result of insect infestation, improper care, cleaning or maintenance of the surface and surface coating, specifically chemical damage or damage caused by the penetration of moisture is also not included. The warranty applies exclusively to first choice products and use in private living areas subject to normal wear, with the exception of humid rooms, such as bathrooms or saunas. Special warranty conditions apply for the USA and Canada; this warranty does not apply in said regions.

**II. Warranty period:** The warranty period is in accordance with the warranty time stated for each individual product and for the concrete type of use described, after the appropriate date of purchase respectively.

**III. Warranty conditions:** The flooring must have been fitted in accordance with the installation instructions enclosed in every third product package, in the permitted areas of use named within the instructions. In particular, information in the installation instructions about checking the humidity of subsurfaces and the installation on underfloor heating must be observed. The floor must also be maintained and cleaned according to the care instructions enclosed with the product. If these installation or care instructions are missing and/or incomplete, the claimant is obliged to request this information from the specialist retailer or directly from MeisterWerke before fitting the flooring. In addition, it should be noted that the surface coating is a protective layer for the wooden cork or linoleum layer underneath it and is subject to normal wear. The wear of this surface coating is therefore not covered by the warranty. If signs of wear appear, the surface must be renewed in good time,

properly to the required extent by a specialist company. The warranty therefore does not extend to damage that results from improper installation, cleaning or care, as well as the delayed improper repair of the surface coating.

**IV. Reporting a warranty claim:** Any complaint must be made in text form (e.g. as a letter sent via the postal system, a fax, or an e-mail), enclosing a copy of the original invoice from the specialist retailer, which serves as a certificate of warranty. If it is not possible to present the original retailer's invoice, any claim under the warranty is excluded. Once the claim is received by MeisterWerke, it must notify the customer within four weeks whether a warranty claim has been acknowledged. If no notification is given within this period, the warranty claim is deemed to have been rejected. During this period, MeisterWerke or a third party employed by them must be granted access to the product that is the subject of the complaint on site in order to investigate the claim.

**V. Scope of the warranty:** When a warranty claim is acknowledged, MeisterWerke will at their discretion repair the faulty floor element or alternatively provide replacement material of the same quality, if at all possible from the same range, for the entire room in which the problem has occurred. The customer can collect the replacement material free of charge from the original sales outlet stated in the original invoice, excluding any further claims over and beyond this, including but not limited to compensation claims for the removal or fitting of the flooring or for consequential damage that has occurred other than in the product supplied itself.

**VI. Limitation of warranty:** The warranty period is not extended by a warranty claim. Claims under the warranty expire six months from the date of MeisterWerke's receipt of the customer's written complaint (see IV.), but no earlier than the expiry of the warranty period.

**VII. Choice of law:** This warranty is subject to German law, to the exclusion of the United Nations Treaty governing contracts for the international sale of goods. However, this does not affect the legal provisions regarding the limitation of the choice of law; in particular and in accordance with Art. 6 (2) of EC Regulation (EC) No. 593/2008 (the "Rome I Regulation"), the beneficiary of the warranty can, irrespective of the choice of law and in accordance with Section 1, invoke the mandatory protection of the law that would apply in the absence of this choice of law.