

Aug 2010

## **General terms and conditions of limited warranty**

The company Le Tissage d'Arcade S.A., manufacturer of the floor covering **2tec2 and 2tec2 Tiles**, provides a warranty on the goods delivered during a period of **5 years** starting on the date of the invoice. The warranty covers any hidden defects which may affect the life span of the product.

### **Scope of application**

The limited guarantee only applies to standard quality products.

During the first year, the company Le Tissage d'Arcade SA undertakes for every justified complaint to either replace the faulty products, or propose an alternative solution, which the buyer undertakes to consider, on the understanding that an unjustified refusal of this solution will be regarded as a waiver of any further recourse against the manufacturer. The manufacturer undertakes to replace the floor covering by a floor covering of the same quality or of a similar quality and/or colour.

The fact that faulty floor coverings are taken back has no influence on the term of the limited warranty.

After the first year, the parties explicitly acknowledge and accept that the manufacturer's liability, if it has been established, is limited to:

- a) either the reimbursement of the price
- b) or replacement of the floor covering by a comparable or similar product
- c) or repair of the product which is proven not to meet the specifications according to the manufacturer's reference.

and that deduction, of the depreciation by 20 %,a started year, is made.

The buyer has the responsibility to notify the distributor and the manufacturer by means of a registered letter sent to their respective registered offices of any non-conformity, faults and/or hidden defects as soon as possible and in any case within a period of thirty calendar days after the buyer has established the existence of such faults and/or defects or should have established their existence. Under pain of disallowance, the notification shall state in detail the reasons for the non-compliance with the guaranteed specifications and shall be accompanied by the invoice and the delivery note. The distributor undertakes to take all necessary measures in order to deal with any complaints and to inform the manufacturer as soon as possible after having received the notification.

The buyer explicitly and irrevocably accepts to limit any recourse to the possibilities determined in the present terms and conditions.

**The terms and conditions of the warranty.**

The installation has to be carried out by a professional who shall,

- take into account the instructions of the manufacturer and
- work in accordance with the applicable professional standards and practices.

The floor covering has to be maintained in accordance with the procedure as described in the manufacturer's maintenance instructions.

The use of the floor covering should be in compliance with the definitions stated in the applicable European classifications relating to textile floor coverings.

**Exclusion of the limited warranty**

The limited guarantee is not applicable in the following cases:

- Damage caused during transport, storage and/or handling before or during the installation;
- Damage caused by abnormal, improper, inappropriate, incorrect and/or negligent use by the buyer;
- In case of lack of proper protection of the floor covering (such as scraping mats, doormats,...) if such protection is required;
- In case of damage caused by an incorrect installation or an inadequate preparation of the supporting structure and/or the presence of humidity in the supporting structure;
- Damage caused by sharp or cutting objects;
- Damage caused by excessive rubbing of shoes;
- In case of slight differences in colour, tint, shape or texture of the floor covering compared to the samples or the illustrations in the brochures;
- In case of visual defects if cutting or fitting has been realized,
- In case of damage caused by the moving of furniture without adequate protection, in case of stains, holes caused by burning cigarettes/cigars, floods and/or other accidents, and in case of loss of sheen due to the normal use of the product;
- In case of non-compliance with the maintenance and fitting instructions of the manufacturer and/or of the above stipulations relating to the notification of an alleged non-conformity.

**Reimbursement**

Compensation or reimbursement is only possible after proof of the damage has been provided by the party incurring the damage within the time allowed and with reference to the original invoice for the product.

If no agreement is reached between the parties, only the technicians of the manufacturer determine the conditions under which the guarantee will be applied, such as the surface concerned and the works to be carried out, as well as the conditions under which the product may be taken back.

The courts of the legal district in which the registered office of the manufacturer is established have exclusive jurisdiction. Belgian law is applicable to the exclusion of any other law.

THE MANUFACTURER.

LE TISSAGE D'ARCADE S.A.  
98, Boulevard Industriel  
7700 Mouscron - Belgium (Europe)