

## WARRANTY LETTER for PROTECTIVE FLOOR COVERINGS

Graboplast Floor Covering Manufacturers Ltd. (hereinafter: "Graboplast"), as manufacturer, hereby expressly confirms that its protective floor coverings conform to the technical data sheet specifying the technical details of the product and to the "Technical Conditions" in force at the time of delivery.

Graboplast guarantees for its Customers that the protective floor coverings are free of any manufacturing defects and defects in materials during the warranty period from the date of sale, provided that they are stored, installed and maintained properly and according to the recommendations of Graboplast. Graboplast guarantees that the colour and pattern of floor covering does not wear out during the warranty period assumed for the product. Graboplast has provided information on the storage, installation and maintenance of the floor to its Customers.

**Graboplast assumes warranty for its Protective Floor coverings herein specified as follows:**

<b><u>Name of floor covering:</u></b>	<b><u>Warranty period:</u></b>
At least for a minimum of 5 times use per year:	
Protect Sport Arena	3 years
Protect Sport	1 years
Protect Sport T	1 years
In case of less than 5 times use per year:	
Protect Sport Arena	4 years
Protect Sport	2 years
Protect Sport T	2 years

The warranty period is calculated from the date of the first sale, which means the date at which the manufacturer performed its obligation to the Customer that had entered into a contract with it (the Original Customer). The Original Customer's details are entered in the warranty database on the basis of the contract. The warranty period is also calculated as described above even if the floor covering is resold on a number of occasions before it is installed and the complaint is lodged only following the installation.

### **Disqualification**

This warranty does not cover defects caused by a reason beyond the control of the activities and inspection potential of the manufacturer.

GRABOPLAST | FLOOR COVERING MANUFACTURERS LTD.

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Reg. number: 08-10-001859 | Tax number: 14986042-2-08

VAT number: HU14986042

The warranty shall cease to be valid in particular in, but not limited to the following cases:

- Non-indoor use,
- Use or installation for a purpose other than that intended,
- Fire, explosion or natural disasters, deliberate damage,
- Storage and installation that are incompetent or do not conform to the recommendation of the manufacturer,
- Defective floor base
- Damage caused by negligent or incompetent cleaning or maintenance,
- Damage due to wearing unsuitable shoes,
- Damage due to heavy and/or sharp objects,
- Changes in areas exposed to extremely high stress and wear,
- Fading or discoloration due to sunlight or heat,
- Mechanical damage, burns, chemical contamination.

The warranty of the manufacturer herein described shall be exclusive to the listed products, and no warranty under other terms may be enforced against the manufacturer.

## COMPLAINTS

The Customer shall report their warranty claims directly to the Manufacturer or the Distributor **within 30 (thirty) days** from the detection of the error during the warranty period. If a Customer buying not directly from the Manufacturer reports their warranty claim to the Distributor, the Distributor shall forward the warranty claim to the Manufacturer **within 15 (fifteen) days** with reference to the data of the contract signed with the Manufacturer.

The Customer/Distributor (hereinafter referred to as the Reporting Party) reporting the complaint to the Manufacturer shall report it on a **complaint form**, to which one or more photos of the visible error of the product **shall be attached** if possible.

The Manufacturer shall inform the Reporting Party of the registration of the complaint and the complaint number **within 2 working days** from receipt of the warranty claim. Then the Manufacturer shall examine the complaint and evaluate the warranty claim **within 15 working days** after registration.

If the warranty claim is disputable, a **1-year limitation period** shall be available for the Reporting Party from the day of reporting the warranty claim (from the day of receipt of the warranty claim together with the necessary documents by the Manufacturer) to enforce their warranty claim in other legal proceedings.

If any visible error is detected on the product before or during laying, the process of laying shall be immediately suspended. The Customer shall immediately report the error to the Manufacturer, otherwise the warranty claim shall not be enforceable.

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The Manufacturer reserves the right to examine or have an appointed person examine the product, and to take the necessary volume of sample from the product on the site for the purpose of laboratory analysis.

As a precondition of the validity of the warranty, if laying the product is in process, it shall be suspended on the day of the detection of the error, otherwise the warranty claim shall not be enforceable.

If it is established that there was any error in the product or any part thereof **before laying**, and the warranty is valid, the Manufacturer shall replace the faulty product.

If the product or any part thereof proves to be faulty **after laying**, and the warranty is valid, the Manufacturer shall – at its discretion – replace the faulty product or give a credit of or repay the purchase price to the Reporting Party.

In case of replacement:

- If the Manufacturer is not able to replace the faulty product with an identical product, then it shall provide a replacement product with appearance and quality best resembling the original one to the Reporting Party.
- The Manufacturer shall give a warranty for the product replaced during the validity of the warranty for a time equivalent to the remaining part of the original warranty.

**The Manufacturer shall be liable under this warranty only for the replacement of the faulty product or the repayment of the value of the faulty product paid by the Customer. The warranty shall not cover the costs of laying and/or removal or any other adhesion or consequential damages. These costs shall be borne always by the Customer.**

This warranty obligation shall come into effect from 1 March 2021.

Graboplast Floorcovering Ltd.

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