

Interface EMEA end-user Product Warranty for Luxury Vinyl Tiles

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Interface warrants first-choice Interface® branded Luxury Vinyl Tiles ("LVT") in commercial use that are classified as EN ISO 10874 Class 33 Heavy Commercial / Class 42 General Light Industrial to perform according to the EN 651 Class 33 performance specifications for:

- dimensional stability
- curling
- colourfastness

and against excessive wear (defined as the complete removal of pattern and/or colour due to normal levels of traffic)

for a period of 15 years from the date of invoice.

If the products fail to perform as warranted, Interface may choose to either:

- repair the defective products;
- replace the defective products in the affected area by providing comparable products from the then current Interface collection; or
- pay a reasonable compensation for the defective products.

Interface's obligations regarding replacement are limited to making available the replacement product and covering reasonable freight costs and do not include labour and installation costs.

This warranty covers only manufacturing defects. It does not cover for example cuts, loss of gloss, burns, scratches, indentations, stains or other damage, deterioration or loss caused by abuse, misuse or improper maintenance, flood/excessive moisture, excessive alkalinity or damage from the use of heavy equipment, force majeure events or Acts of God. This warranty shall be void if the products are not handled, installed and maintained in strict compliance with Interface's recommended procedures applicable at the date of purchase, including, without limitation, initial floor preparation and installation, proper use of recommended adhesives and on-going correct maintenance. This warranty does not apply to any non-commercial installations, products which are "B" or other second choice products.

Interface must be notified of any defects in writing within ten (10) working days concerning any visible defects following delivery or within ten (10) days after these have become apparent for any hidden defect that appear after use. Following the receipt of a notification, an Interface representative might need to visit the site to assess the notified issue. Interface will require evidence of proof of purchase and reasonable cooperation to facilitate Interface's repair or replacement in the affected area should a covered condition exist.

Under no circumstances will Interface be liable for any incidental, indirect, special or consequential damages including but not limited to loss of income or loss of profit. Except as expressly provided herein and to the extent as permitted by applicable law, Interface shall have no other obligations, and user/buyer has no other rights vis-à-vis Interface, in regard to the conformity of the products and Interface makes no representations or warranties, express or implied, including, without limitation, any warranty of merchantability or fitness of its products for any particular purposes, and hereby disclaims the same.

Unless agreed otherwise in writing, this warranty shall be governed by and construed in accordance with the local laws of the country where the selling Interface entity is located and subject to the exclusive jurisdiction of the competent local courts where the selling Interface entity is located.

The applicability of the Vienna Sales Convention is excluded.