

Manufacturer Limited Warranty for Bergo Flooring

“Bergo Tiles”

The Manufacturer (“SELLER”) warrants that Bergo floor coverings (the “Product”) sold to the first end user (“END USER”) will be free of manufacturing defects in workmanship and materials under normal use subject to Section V. *(Exclusion and limitations from warranty)*

if installed and maintained strictly in accordance with the SELLER’s instructions

for a period as provided in Section IV of this Limited Warranty.

Receipt and installation of the Product constitutes acceptance of this Limited

Warranty and all of its terms, conditions, limitations and disclaimers.

This Limited Warranty applies only to Products sold to the first END USER of the

Product and becomes void on the transfer or sale of the Product or the use of the Product

by any party other than the first END USER.

I. Installation and Maintenance Requirements

This Limited Warranty applies only if:

(1) The Product is installed according to the Bergo installation manual and with necessary accessories (e.g. expansion strips and cross expansions for System 1 tiles), when recommended by SELLER.

(2) The product is installed according to the SELLER’s instructions provided to END USER at the time of purchase.

(3) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

II. Method for Obtaining Warranty Service

To obtain a replacement product under this Limited Warranty, a claim must be made within the warranty period stated in Section IV and END USER must

(A) provide SELLER with a written notice of any alleged defect within ten (10) days of its discovery, and

(B) send by e-mail photographs of the defective product(s) to the SELLER. If required the SELLER has the right to request a sample of the defective product to be sent to the SELLER for visual check.

III. Warranty Service Provided

(A) If the SELLER determines the Product to be defective and such determination is made within the applicable warranty period described below, then SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Bergo product, at SELLER's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

(B) Pursuant to Subsection (A), SELLER's warranty services will specifically include providing END USER with alternative floor covering of comparable quality to cover the remainder of the warranty period of the Product.

This includes material costs only, and does not include labor.

IV. Warranty Period

This Limited Warranty of the Product apply for a period commencing from the date of shipment of the Product from SELLER's manufacturing or distribution facilities.

To verify the Warranty Period related documents such as invoice or receipt or packing list or other document showing purchase date, shall be presented by the END USER to the SELLER.

The warranty period is limited to **10 years**.

V. Exclusions and limitations from Warranty

This Limited Warranty does not apply to a Product which has been discontinued or to a particular colour or design which has been discontinued, at the time of sale, or to products sold as seconds or B grade.

The following is not included under this Limited Warranty:

1. Colour deviations compared to physical, printed, and/or electronic representations.
2. Damage caused by improper storage and handling prior to installation.
3. Scratches, splinters or marks on the Product unless SELLER is notified as soon as the Product is received by the END USER.
4. Misuse or abuse of the Product by the END USER.
5. Damage to the Product caused by abnormal wear and/or negligence.
6. Colour fading due to normal ageing.
7. Broken connection rings or taps due to repeated and continuously disassembly.
8. Broken connection rings or taps due to not have used the by Bergo designed disassembly tools.