

Limited Warranty

RESIDENTIAL VINYL

Scope

For a period of 5, 10 and 15 years from the date of purchase as specified on the invoice, Jacobsen makes the following limited warranty for our residential vinyl ranges:

Jacobsen warrants these products against:

- Apparent defects, that have been indicated to Jacobsen or the retailer prior to laying, such as; defects of appearance, structural defects, indelible stains and defects on the backing (not including backing impressions).
- Manufacturing defects, that have been indicated to Jacobsen or the retailer during the warranty period, causing an abnormal change after a time, such as early wear.

This Limited Warranty will apply provided that all the conditions hereinafter mentioned have been observed.

Installation

The product must have been installed in accordance with the most recent installation instructions applicable to the product. As undue or abnormal wear is often due to poor installation, Jacobsen recommends that all their floor coverings are professionally installed.

Maintenance

An adequate maintenance programme must be put in place immediately after installation, and this must include an adequate dirt barrier at all entrance points where an entrance from the exterior or from heavily soiled areas is apparent. All floors can be damaged by abrasive grit and debris carried inside from outside on footwear. Prevent such wear by using doormats at all entrances (avoid using mats with rubber backs as these can cause discoloration). For further information request a copy of Jacobsen's current installation and maintenance guide from your retailer.

Use

The product must be used in accordance with the recommended use specified by Jacobsen technical documentation.

The accessories used in subfloor preparation such as, adhesives and welding rods, shall be used in accordance with the updated laying instructions applicable to the product.

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Claims under Warranty

Any defects should promptly be notified to Jacobsen or the retailer, in writing, in no more than 30 days after it is discovered. Jacobsen will replace any defective product, at no charge, if the product is proven to be defective prior to installation. If the defect or fault is discovered during installation, installation must be stopped immediately - otherwise, the Warranty shall not apply.

The client must allow a Jacobsen representative to examine the facts of the claim on site. If deemed necessary, Jacobsen reserves its right to require a sample to analyse in its laboratories. For any defect found on a product covered by the Jacobsen Warranty, provided the conditions have been met, compensation shall be granted.

The compensation covers the purchase price of the product, but excludes the; taking up cost, the installation dismantling cost (partitions, furniture etc.), the cost of laying and of material possibly used for laying (glue, skirting boards etc.). The compensation shall be digressive relative to the elapsed time of the Warranty period, considering the depreciation of the product:

For 15 years Warranty:

≤ 2	100%
≤ 4	80%
≤ 6	60%
≤ 10	40%
≤ 15	20%

For 10 years Warranty:

≤ 2	100%
≤ 4	75%
≤ 7	50%
≤ 10	20%

For 5 years Warranty

≤ 2	80%
≤ 3	60%
≤ 4	40%
≤ 5	20%

The Warranty does not apply to the following:

1. Products sold as "Seconds", "Off goods" or "as is".
2. Defects caused by an improper installation, contravening the updated laying instructions specified by Jacobsen for the product.
3. Mishandled products or products subjected to a use other than domestic, or unsuitably stored.
4. This Warranty is null and void if the damage is caused as a result of a fire or accident including; aggressive chemical attack, explosion, pollution, flood, freezing conditions, lightning, carelessness, vandalism, lack of entrance barrier matting or damage during transport, storage, and handling before or during installation.

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5. Products with visible defects that were cut or installed, nonetheless.
6. Products that have been improperly maintained, not complying with the maintenance instructions and specifications made by Jacobsen.
7. Products for which deterioration is due to an uneven subfloor.
8. Differences in colour, gloss and embossing structure between the products sold and pictures or samples. In the case of purchasing contracts or variations in manufacturing including colour change between different production batches.
9. Damages caused by stains, burns, cuts, grooves, friction, scratches, accidental indentations. Loss of colour caused by carpet backs, painted surfaces, yellowing related to an external product (asphalt, tar etc.).
10. Fading and/or discoloration.
11. Defects and damages caused by inappropriate castors of chairs, tables, or other furniture.
12. Colouring caused by the feet of waxed pieces of furniture likely to leave indelible marks.
13. Indentation from high and spiked heels.
14. Failure to comply with the recommended hygrometry levels before, during and after installation.
15. Stains, discoloration or any damages caused by the migration of the adhesives
16. Damage that may be caused by high heat on the vinyl surface (eg: above 40°)

This express Limited Warranty constitutes the sole warranty provided by Jacobsen. Jacobsen makes no other warranty, either express or implied, of any kind.

This Warranty supersedes all prior discussions, negotiations, understandings and agreements between Jacobsen and the customer concerning the subject matter hereof.

No installers, retailers, distributors, or employees have been granted the right to modify the obligations, disclaimers, exclusions, or limitations under this express Warranty.

To the extent allowed by local law, Jacobsen shall not be liable for loss of profits, direct, indirect, incidental, special, consequential, or other damages under this Warranty or from any cause whatsoever, whether based upon warranty, negligence, breach of contract, strict liability, or any other legal theory.

In the case that this Warranty is inconsistent with a local law, this limited Warranty shall be modified to be consistent with such local law. Under such local laws, certain disclaimers and limitations of this Warranty may not apply to the customer. Nevertheless, the remainder provisions of this Warranty shall remain in full force and effect and shall not be affected thereby.

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