

WARRANTY TERMS AND CONDITIONS

1. SCOPE OF WARRANTY

- 1.1. terramondi provides the following warranty, subject to the terms and conditions listed at www.terramondi.com, for all interlocking PVC floor tiles in the TM Mechanic, TM XL, TM Invisible, TM Ultra, TM Business, TM Mechanic ESD, and TM XL ESD ranges (hereinafter referred to as "terramondi Tiles"), including accessories (ramps, corners, skirting boards).
- 1.2. terramondi guarantees that for a period of 12 years from the delivery of terramondi Tiles, the tiles will not wear through or tear under normal use, and that they will be free from manufacturing defects. This warranty does not apply to terramondi Tiles made from recycled materials.

2. PRODUCT CLAIMS BEFORE INSTALLATION

- 2.1. The customer is obliged to carefully inspect the terramondi Tiles and accessories before and during installation under optimal lighting conditions (lighting between 400–500 lux, light colour temperature between 4000–5000 K). Before installing the terramondi Tiles, the customer must verify that they have received the product in the desired quality and appearance (pattern, colour). Once installed, the customer can no longer claim the terramondi Tiles based on their appearance.
- 2.2. terramondi Tiles with visible damage must not be installed under any circumstances. If terramondi Tiles or their accessories exhibit obvious manufacturing defects, the customer must notify the manufacturer in writing within 15 days of discovering the defect, either by post to Castimondi GmbH & Co. KG Am Raffelnberg 1, D-58515 Lüdenscheid or by e-mail to info@castimondi.de. After this period, no complaints regarding visible manufacturing defects will be accepted. If the customer installs terramondi Tiles with visible defects or uses accessories with obvious manufacturing defects, they cannot claim the products for these defects or damages.
- 2.3. If manufacturing defects are discovered, terramondi will replace all defective products free of charge, provided the defect is identified before installation.

3. PRODUCT CLAIMS AFTER INSTALLATION

- 3.1. If the customer believes that a product defect has occurred after installation, they must notify terramondi in writing immediately, no later than 15 days after the defect is discovered. This can be done by post to Castimondi GmbH & Co. KG Am Raffelnberg 1, D-58515 Lüdenscheid or by e-mail to info@castimondi.de.
- 3.2. terramondi reserves the right to inspect the flooring through an employee at the installation site of the terramondi Tiles. If, after inspection, terramondi confirms that the terramondi Tiles are defective and the warranty limitations do not apply, the defective terramondi Tiles will be replaced with defect-free ones.
- 3.3. terramondi shall not be liable for damages arising from replacing defective products with new ones.
- 3.4. The replacement of terramondi Tiles may be subject to a fee reflecting the difference in depreciation between the new and old tiles. The fee is based on the "current value", which depends on how much of the warranty period has elapsed. In comparison to the value of a new product, in the case of an extended warranty, the amount decreases each year by a percentage reflecting the product's depreciation, thus reducing annually by a percentage of the value of the purchase price. For a warranty period of 12 years, the amount decreases by 1/12 per year, which equals 8.33%. The difference between the current value and the value of a new product is the customer's responsibility.
- 3.5. The warranty period will not be extended due to services provided under this warranty, such as repair or replacement. The warranty period does not restart in such cases.

4. PROOF OF PURCHASE

- 4.1. The customer may exercise their rights under this warranty by providing proof of purchase within the warranty period, immediately after discovering damage or making a warranty claim. This can be done through the retailer from whom the product was purchased or directly with terramondi. The buyer must prove that the warranty period has not expired (by presenting the proof of purchase).
- 4.2. To identify the order, it is also advisable to indicate the date of manufacture, which is located on the back of the tile.

5. EXCEPTIONS

- 5.1. The warranty does not cover the following:
- 5.1.1. Problems caused by an unsuitable, incorrect, or improperly prepared subfloor.
 - 5.1.2. Damage caused by improper installation that does not comply with the Installation Instructions document.
 - 5.1.3. Problems caused by using unsuitable cleaners or maintenance methods that do not comply with the Cleaning, Maintenance, and Disinfection Guide.
 - 5.1.4. Problems caused by usage that does not comply with the specifications issued by terramondi, its recommendations, or the instructions in the Technical Data Sheet.
 - 5.1.5. Material installed with obvious defects.
 - 5.1.6. Problems caused by using adhesives not recommended by terramondi.
 - 5.1.7. Mechanical damage (tearing, breaking, scratches caused by sharp objects, unprotected furniture legs, chairs, etc.).
 - 5.1.8. Damage caused by sharp wheels or rotating and turning wheels in place.
 - 5.1.9. Problems caused by moisture, hydrostatic pressure, or alkaline substances in the subfloor.
 - 5.1.10. Damage due to contact with corrosive chemicals, fire, hot embers, or natural disasters.
 - 5.1.11. Damage to the flooring due to outdoor installation.
 - 5.1.12. Colour shade variations between different batches of tiles.
 - 5.1.13. Colour variations between samples, illustrative images, and the actual flooring.
 - 5.1.14. Discolouration caused by rubber pads, wheels, mats, tyres, or other rubber objects.
 - 5.1.15. Product defects and malfunctions caused by extreme temperatures or air humidity (refer to the Technical Data Sheet for details).
 - 5.1.16. Costs related to the delivery and installation of the original and / or replacement material.
 - 5.1.17. Any written exclusions of warranty by the company.

6. OTHER

- 6.1. These warranties replace any other expressed or implied warranties.
- 6.2. terramondi is not liable for any incidental or consequential damages that may arise from defects.
- 6.3. terramondi is not responsible for damages resulting from failure to follow the manufacturer's instructions and recommendations.
- 6.4. The warranty conditions are non-transferable and apply only to the original purchaser.
- 6.5. To validate this warranty and statutory warranties, the conditions stated in the Technical Data Sheet, Installation Instructions, Cleaning, Maintenance, and Disinfection Guide, and the terramondi Terms and Conditions must be met.
- 6.6. Extensions or modifications to the warranty conditions by third parties are excluded.
- 6.7. The consumer's legal rights are not limited by this warranty.

⚠ IMPORTANT:

The information contained in this document is valid as of 1 September 2024 and is subject to change without notice.

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