

# Warranty

Version: 6/11/2020

Type	Product	Durance
Residential warranty	Pure planks	Lifetime
	Pure tiles	Lifetime
Commercial warranty	Pure planks	10 years
	Pure tiles	10 years

## General conditions

**This limited warranty is granted by BerryAlloc NV, having its registered office at Industrielaan 100, 8930 Menen, subscribed in the register of legal entities of Gent (division Kortrijk) under business registration number 0463.120.461**

## What does this limited warranty cover ?

This warranty document is valid for all Pure LVT floors and Pure accessories (Dreamtec+ underlays, skirtings and profiles) from BerryAlloc. The limited warranty can only be invoked if all conditions below are duly and correctly fulfilled. When there is any doubt, you can contact the retailer, distributor or manufacturer.

1. The limited warranty is only applicable to the first installation by the original customer. The limited warranty is not transferrable. The original customer is the customer who is mentioned on the purchase document as the buyer.
2. The limited warranty is applicable to all Pure products to the extent that they are purchased after the edition date of this document.
3. The limited warranty is only applicable to invisible defects. Floorboards and accessories need to be checked for visible defects prior to and during the installation under optimal lighting. When visible defects are present prior to installation, the distributor needs to be informed. Hereafter, such complaints will not be accepted. A claim for all visible defects must be inserted before installation. Claims for visible defects of products after the installation of the products are hereby explicitly excluded.
4. The product should be installed and maintained in accordance with the installation instructions of Pure from BerryAlloc relevant on the date of production which is printed on the back of the product and on the boxes. The installation manual can be found on the website ([www.berryalloc.com](http://www.berryalloc.com)). When the installation was performed by a professional company, this company is obliged to refer the end user to the installation guide and the warranty document.
5. The limited warranty is only valid and can only be claimed to the extent that the product was installed in areas that correspond with its intended use, and in accordance with the usage classification referred to in the installation instructions and on the box.

## **Exclusions and Limitations to the limited Warranty**

In addition to any warranty limitation enumerated above, the following exclusions, limitations and terms apply to this limited warranty:

1. Failure to follow the instructions in the installation manual before, during and after the installation.
2. Surface wear. Surface wear is defined as worn out spots larger than 1 cm<sup>2</sup>. The spots may not be caused by wrongful installation, cleaning or damage like scratches and dents. For protection of the product, furniture felt pads, suitable, non-rubber doormats and soft wheels or protective mats under castor chairs must be used.
3. The product limited warranty only applies to defaults inherent to the product delivered. Meaning that the limited warranty does not cover damage to the product caused by:
  - Transport, storage and handling.
  - Installation of any other pattern as described in the Installation Guide.
  - Accidents, product misuse or product abuse, such as
    - cracks, blows and cuts caused by falling, dropped, cutting or grinding objects
    - scratches and finish damages caused by sand, grit (i.e. lack of precautions according to chapter "Maintenance" described in the installation instructions of BerryAlloc) or other abrasive materials regardless of whether these are caused by a contractor, service company or the end user.
  - Wear and tear (aging), i.e. scratches, gloss changing, colour fastness, friction marks and similar marks in the floor surface.
  - Long-during exposure to water (i.e. longer than 24h).
  - Improper maintenance or use of unsuitable cleaning agents. The proper procedures can be found in the installation instructions under "Maintenance".
4. Pure may not be installed in saunas, verandas or outdoors. For other areas the following recommendations concerning maximum allowable surface need to be followed:
  - 5-25°C (Heating, Ventilation & Air Conditioning): 30x30m
  - 5-40°C (normal): 15x15m
  - 5-70°C (extreme): 5x5m

## **Residential warranty**

The residential warranty is applicable to all Pure planks and tiles placed indoors and used for residential purposes. A lifetime warranty is offered.

1. The residential lifetime warranty has a limit of 35 years.
2. The warranty is valid from the moment the planks/tiles are purchased, the date can be found on the original purchase receipt.
3. Following policy is maintained concerning the reduction of the value over the years: year 1 – 10, 100% of the value; year 11 – 15, 75% of the value; year 16 – 20: 50% of the value; year 21 – 35: 25% of the value.
4. The services presented in this warranty document do not prolong the warranty nor do they start a new warranty period.

## **Commercial warranty**

The commercial warranty is applicable to all Pure planks and tiles placed indoors and used for commercial pur-

poses. A warranty of 10 years is offered.

1. The warranty is valid from the moment the planks/tiles are purchased, the date can be found on the original purchase receipt.
2. Following policy is maintained concerning the reduction of the value over the years: year 1 – 2: 100% of the value; year 3 – 4: 75% of the value; year 5 – 7: 50% of the value; year 8 – 10: 25% of the value
3. We recommend using metal BerryAlloc profiles in commercial applications.
4. The services presented in this warranty document do not prolong the warranty nor do they start a new warranty period.
5. In commercial areas that endure heavy traffic and have immediate access to the street, a suitable entrance mat is required.
6. For specific commercial applications like hospitals, government buildings, etc. where additional tests and certifications might apply, the commercial warranty is not valid. Any of these specific commercial applications have to be reviewed on a case-by-case basis by our quality department.

We strongly recommend contacting your distributor before starting your commercial project to ensure you choose the right floor and the right accessories.

What to do in case of an unlikely defect:

You should contact your dealer (or BerryAlloc directly) within 2 weeks of the date upon which the defect first became known. Documents that should be submitted to BerryAlloc when reporting the claim are a filled out claim form (can be obtained by mailing [aftersales.berryalloc@bintg.com](mailto:aftersales.berryalloc@bintg.com)) accompanied by a copy of the original purchase receipt, the sticker on the box and some pictures of the defect. BerryAlloc has the right to inspect the floor and the way it was installed, on the spot.

If a product problem covered by the warranty is acknowledged by BerryAlloc, the manufacturer will offer a replacement of the defective floorboards in the same design (or equivalent when not available). If applicable, a refund for the installation costs will be provided following the next principle: year 1 – 2: 100% of the value of the installation cost; year 3 - 4: 50% of the value of the installation cost; year 5 – 6: 25% of the value of the installation cost; year > 6: 0% of the value of the installation cost. The original receipts of the professional installation must be presented to obtain an installation refund.

The product warranty does not cover any labour cost associated with replacement of damaged material covered by the warranty. This warranty does not cover any consequential or special incidental charges, damages or losses.

## **Liability Limitations**

The above statement of warranty is the only warranty provided by BerryAlloc for its Pure LVT floors and Pure accessories. This warranty is exclusive and in lieu of any and all other warranties whether oral or written, or express or implied, BerryAlloc also specifically disclaims any and all implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty.

No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

In no event shall BerryAlloc be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exculpatory damages or attorneys fees, even if BerryAlloc or its representatives have been advised of the possibility of such damages before sale.

### **Legal framework**

This warranty grants you specific legal rights, which may vary from country to country.

Some countries do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages and in such event, the exclusions and limitations set forth above shall be construed and enforced to the fullest extent possible by the laws of any such state. Accordingly, some of the above limitations may not apply to you.