

# OUR 30 YEAR GUARANTEE



## 30-year contractual guarantee regarding the manufacturing of the wood flooring and wall panelling (excluding surface condition):

Thank you for choosing a high-quality product made in France. The manufacturing of our wood flooring and wall panelling is contractually guaranteed for 30 years, in line with normal usage of said products.

This 30-year contractual guarantee shall take effect on the date that appears on the invoice or proof of purchase, which should be kept with the corresponding 30-year guarantee certificate, with the batch number inscribed under the strips or on the inspection stamp.

#### Legal guarantees:

Independently of the contractual guarantee, our products are guaranteed against any lack of confomity and hidden defects, under the conditions set out in Articles L 211-4 et seq. of the French Consumer Code and Articles 1641 to 1649 of the French Civil Code.

### [Article L. 211-4 of the Consumer Code

The seller must supply a product that complies with the contract, and is liable for any defects existing when it is delivered or resulting from packaging or assembly or installation instructions for which it is directly or indirectly responsible under the contract.]

#### [Article L.211-5 of the Consumer Code

To comply with the contract, the product must:

1: be suitable for the use one would normally expect of such an item and, if appropriate,

- comply with the seller's description and be of the same quality as any sample or model presented to the buyer;
- be of a quality which the buyer could justifiably expect given public statements made by the seller, the manufacturer or its agent, particularly in terms of advertizing and labelling, or,

2: Have the agreed characteristics and be suitable for any specific use required by the purchaser and notified to and accepted by the seller.

#### [Article L217-12 of the Consumer Code

he right to take action concerning any lack of conformity shall lapse two years after the item is handed over.]

### [Article L217-16 of the Consumer Code

Where the purchaser asks the seller, during the validity of the commercial guarantee that was granted to it when an item of moveable property was purchased or repaired, for restoration covered by the guarantee, any period lasting at least seven days during which the goods are out of use shall be added to the remaining duration of the guarantee.

That period shall start to run as soon as the purchaser requests intervention or makes the item in question available for repair if that is later than when the request for intervention was made.]

#### [Article 1641 of the Civil Code

The seller shall be liable for any hidden defects in an item sold that render it unsuitable for its intended use, or reduce its usefulness such that the buyer would not have acquired it, or would have paid a lower price, if they had known about it.]

[Article 1648, paragraph 1 of the Civil Code

The buyer must claim for hidden defects within two years of discovering them.]

## Panaget shall not apply said contractual or legal guarantees:

- to downgraded or clearance Goods (Ecofloor and Utility grades);
- goods not paid for in full;
- to apparent defects not notified before or during the laying of the relevant Goods;
- to damage that is deliberate or caused by fair wear and tear, negligence, incorrect storage, an accidental act, an unplanned event or a case of force majeure;
- to goods not laid, used or stored in compliance with the recommendations contained in the corresponding User Guide or printed on the packaging or in our technical list:
- in the event of inadequate maintenance;
- in the event of a difference in appearance compared with that of samples which have not undergone the same exposure to UV radiation (patina);
- in the case of laying in rooms where water is in regular use (bathrooms, kitchens, etc.) unless the wood flooring or wall panelling is designed specifically for this purpose;
- if the product is installed in locations subject to significant changes in humidity, such as saunas, steam rooms and swimming pools;
- to defects related to failure to comply with the climatic conditions laid down and which would have been avoided if the humidity of the air had been regulated by the use of a humidifier or a dehumidifier and appropriate ventilation;
- if the product has been modified and/or repaired by you or a non-approved third party, with the exception of minor repairs carried out as part of the maintenance process;
- to wear due to penetration (stiletto heels, etc.) of the wood and damage to the finish (lacquer, oil, colour, etc.) related to the use of the room

Furthermore, said guarantees are limited to replacing defective Goods by supplying identical or similar goods and excludes the costs of lifting a laid floor, laying another floor and any damages and interest.

# $\label{lem:laying_substitute} A \ reminder \ of \ certain \ installation/laying, \ usage \ and \ maintenance \ recommendations:$

- The goods must be installed and laid in a way which meets all the implementation and humidity conditions as set out in our recommendations included with the Goods in question and in accordance with the implementation DTUs (French building regulations).
- The conditions required for installation in a Public-Access Building (PAB) must be known and fulfilled at the time of purchase.
- Maintenance must be carried out with the appropriate products.
- It is the purchaser's responsibility to maintain the ambient air in its premises at between 40% and 60% humidity and, where applicable, to regulate it using a humidifier or dehumidifier.
- Laying wood flooring or wall panelling in rooms where water is in regular use (bathrooms, kitchens, etc.) requires the use of an appropriate product (Ulysse) and/or requires measures to be put in place in order to prevent any risk for said wood flooring or wood panelling.
- The product must not be installed in wet areas such as shower trays and swimming pools.
- Wood flooring guaranteed for laying on floors with «low temperature» underfloor heating and/or for laying on floors with underfloor heating and cooling must be laid in accordance with the recommendations indicated in our current technical list or on the website.

# Submitting a claim:

- If you encounter a problem, please stop installing our wood flooring or wall panelling immediately and consult us. If you wish to claim under the 30-year guarantee, please inform us by sending the corresponding guarantee certificate and the purchase invoice by registered mail with delivery confirmation, quoting the number on the back of the strips or the inspection stamp
- We may wish to inspect the defective product onsite.
- If we carry out an inspection and find that your claim is justified, our liability is limited to replacement of the defective product with an identical or similar one, and excludes the costs of lifting a laid floor, laying another floor and any damages and interest.
- If we repair the product under the guarantees mentioned above, and you are unable to use the product for seven days or more as a result, the remaining guarantee period will be extended by the same amount of time (Article L. 211-16 of the Consumer Code).

Our floor and wall coverings are made with a great deal of care and professional expertise, and this 30-year guarantee represents our commitment to your satisfaction.

panaget.com