

# Vinyl Flooring Warranty Floors

## 1. Guarantor

This guarantee is provided by Nobless Polska Zbigniew Sierzputowski Sp.k. with its registered office in Sierosław , Tarnowo Podgórne (62-080), ul. Skrajna 3b, entered into the register of entrepreneurs of the National Court Register under the number 0000618619, NIP 7831742179, REGON 364482735.

## 2. Range

The warranty applies to the quality of floor panels in the scope of use for domestic and public use inside the premises. " Domestic use " means the purchase, installation or use of panels in a private property by an individual, to the extent not related to business activity. " Public use " means the purchase, installation or use of panels in forms other than domestic use.

## 3. Warranty period

Quality guarantee is provided for a period of 10 years for home use and 5 years for public use from the date of purchase. The date of purchase should be understood as the date of issue of the sales invoice or receipt of the product by the customer, depending on which of these events occurs first.

## 4. Territorial scope of warranty

The warranty entitlements apply exclusively to products sold and assembled within the European Union.

## 5. General Terms and Conditions

The subject of the warranty is to ensure the quality and fitness for the intended use of Pacific Vinyl Floor Panels. The warranty covers material and manufacturing defects inherent in the product at the time of sale, such as deformations, cracks, color fading and problems with connections between panels. The warranty does not cover in particular damage resulting from improper use of floor panels, such as scratches, abrasions or mechanical damage, as well as resulting from improper installation or care.

## 6. Detailed warranty conditions

**a)The warranty applies only to the first owner and first assembly.** The guarantor has the right to request proof of purchase of the product being complained about or documentation of the first assembly before undertaking any warranty activities. The warranty is not transferable to other entities.

**b)Installation:** Panels must be installed in accordance with the manufacturer's instructions, using only approved underlays, battens, profiles.

**c)Acclimatisation:** The panels must be acclimatised for at least 24 hours in a room with the target temperature and humidity, lying flat with the decorative side upwards.

**d)Inspection:** The panels must be inspected for defects before and during installation. The installation of panels with visible defects is not permitted and constitutes acceptance of the product, which excludes the customer's warranty rights. The warranty does not cover claims related to the appearance of the product, if it has been installed, as well as to the subjective visual impressions of the customer.

**e)Installation:** The customer/installer must follow the manufacturer's installation instructions. At the Guarantor's request, the customer is obliged to document the floor installation process and correct preparation of the substrate using dedicated tools and accessories.

**f)Order:** All panels for one installation must be ordered at the same time, as individual product batches may differ slightly from each other. Complaints regarding products from two or more different batches will not be accepted.

**g)Floor protection:** The floor should be protected from sand, dust and dirt using non-rubber doormats and furniture must be equipped with appropriate protectors. A change in gloss or minor scratches on the decorative layer due to daily use do not constitute a product defect.

**h)Furniture and protectors:** The bottom surface of furniture must be protected with protective felt, and chairs and furniture on wheels must be placed on a protective mat.

**i)Substrate:** The panels must be installed on a level, dry and stable surface, in accordance with the manufacturer's installation instructions.

**j)Underfloor heating:** The panels must be properly secured with a control seal for underfloor heating.

**k)Samples:** Two samples of panels (from the beginning and end of the panel) should be retained to allow for possible follow-up testing.

## 7. Warranty Exclusions

The warranty does not cover cases where defects arise or become apparent as a result of:

- a) Mechanical damage, e.g. abrasions, chips from impacts, etc.
- b) Unauthorised interference by third parties, including dismantling and reassembling panels, etc.
- c) improper use of the product or its improper care (not in accordance with the manufacturer's recommendations),
- d) assembly, i.e. not in accordance with the instructions, manufacturer's recommendations or using inappropriate tools/accessories,
- e) exposure of the product to external factors – inappropriate level of humidity in the air, inappropriate room temperature, large temperature changes, direct exposure to water, uneven sunlight etc.
- f) random events, e.g. flooding, animal interference, leakage of corrosive substances, contact with abrasive substances, damage due to natural disasters, etc.
- g) the occurrence of defects in the structural elements of the building or defects in furniture and equipment,
- h) due to the use of inappropriate cleaning agents (not in accordance with the manufacturer's recommendations),
- i) exposing the floor to steam equipment, e.g. steam cleaners,
- j) long-term contact with rubber or latex elements (e.g. mats, wheels, etc.) – in such cases, discoloration, fading, color changes etc. may occur.

Furthermore, the warranty does not cover minor differences in the colour, structure, design, surface or size of the product compared to exhibition products or advertising materials.

## 8. Complaints procedure

The customer reporting a product defect under this warranty is obliged to follow the complaint procedure below. Complaints submitted without following the complaint procedure will not be honored, and the lack of response to such a complaint should be considered its rejection.

**Notification :** Defects must be reported in writing within 14 days of their detection. The notification may be made in any form that allows for permanent documentation, including, among others, in writing (to the Guarantor's address), by e-mail to [reklamacje@nobless.pl](mailto:reklamacje@nobless.pl) or by phone at +48 61 84 53 900. The notification should comprehensively describe the scope of the visible defect and, if possible, include photographic documentation of the defect.

**Consideration :** The Guarantor considers the complaint within 30 days of its receipt. If the complaint is accepted, the Guarantor may, at its own discretion, repair the defective product, replace the product with a new one or refund the proportional value of the product in accordance with the warranty rules.

**Limitations :** The warranty covers only the replacement, repair or refund of the product, does not cover the costs of dismantling and re-assembly. The warranty also does not cover additional, incidental or indirect costs incurred by the customer such as the assembly or dismantling of furniture, or its transfer, accommodation costs, moral losses, lost profits, etc. The acceptance of the complaint by the Guarantor does not constitute the acceptance of any other claims of the customer and cannot be interpreted in this way.

**Inspection :** The Guarantor reserves the right to inspect defective panels before accepting the complaint within a time agreed with the customer, as well as to obtain additional documents or information from the customer that may be necessary to consider the complaint. Lack of cooperation on the part of the customer resulting in the inability to consider the complaint may result in the rejection of the complaint.

**Replacement :** When replacing a faulty product, visual differences may occur due to different product series.

**Acceptance of the complaint :** in the event of accepting the complaint and repair or replacement of the defective product, the Guarantor will perform the work within 3 months from the date of accepting the complaint. In special cases e.g. due to warehouse shortages or limited availability of replacement products, this period may be extended, of which the Guarantor will immediately inform the customer. In the event of a price reduction as part of the acceptance of the complaint, a refund of part of the price to the customer's account will be made within 14 days from the date of the complaint acceptance and the customer's indication of all necessary data for the return.

**Warranty period :** acceptance of a complaint, including repair or replacement of a defective product, does not affect the warranty period, which runs for the entire purchased product, including repaired or replaced components, from the date of original purchase.

## 9. Product value during warranty period

In the event of a reduction in the price of the product, the following decrease in the value of the product over time is assumed.

### For home use:

- $\leq 2$  years - 100% of the product value
- $\leq 4$  years - 80% of the product value
- $\leq 6$  years - 60% of the product value
- $\leq 8$  years - 40% of the product value
- $\leq 10$  years - 20% of the product value

### For public use:

- $\leq 1$  year - 100% of the product value
- $\leq 2$  years - 80% of the product value
- $\leq 3$  years - 60% of the product value
- $\leq 4$  years - 40% of the product value
- $\leq 5$  years - 20% of the product value

## 10. Final provisions

This warranty is the entire scope of warranties provided by the Guarantor. This warranty is exclusive and is in lieu of all other warranties, oral or written, express or implied. The Guarantor also disclaims all implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.



Dystrybutor generalny Polska:  
Nobless Polska, Sierosław,  
ul Skrajna 3b, 62-080 Tarnowo Podgórne  
[pacificfloors.pl](http://pacificfloors.pl)