

COMMERCIAL WARRANTY DECORATIVE COMPACT MDF

These warranty conditions complement our general terms and conditions of sale. In the event of any inconsistencies or conflicting provisions, these warranty conditions shall prevail.

1. Who is offered this warranty?

The warranty described in this document is offered to the first professional processor of the Decorative Compact MDF products (the "Product") of Unilin BV, Division Panels (hereinafter "Unilin") for the first processing of the Product only. This warranty is not enforceable if the processor purchases the Product for resale purposes only and does not process the Product itself.

The first processor is the person who purchases the Product in its original form and then processes it into a new product. The provisions of this warranty document do not apply if the Product is sold to consumers.

2. Warranty scope

Unilin guarantees that if the Product is purchased after the effective date of these warranty provisions – new and in its original packaging – and used under normal circumstances, it is free from any production and material defects and is expertly made. This warranty is valid for a 10-year period from the date of purchase by the first processor, and shall only be valid if the instructions for installation, maintenance and care have been followed (the "Warranty").

The Product must be carefully inspected for any material or visible defects before and during the Product's processing. Under no circumstances should any products with visible defects be processed. Visible defects and transport damage must be raised with the Product's seller. Unilin shall not be held liable for any visible defects unless it is the seller.

The statutory warranty is pro rata. A pro rata warranty means that the refund or credit reduces in a linear way at a rate of 10% as the warranty period expires each year. The value of the original warranty goes down as the period you have owned the product increases. When a claim is made, the value of the warranty is calculated as a percentage of the ownership period on a 10-year basis. The services provided under this warranty do not extend the original warranty period.

3. Warranty exclusions

The Product Warranty does **not** apply:

- If the damage to the Product cannot be clearly demonstrated. For example, slight colour differences in the support plate between the panels are inherent to the production process. Any colour degradation is seen as normal product wear and tear based on the time it has been in use.
- If any Product defect or damage is due to faulty processing or installation, improper use, accidents or vandalism, including mechanical damage resulting from strong shocks, scratches or nicks and damage caused by abrasive materials, water or other liquids.
- If the Product comes into prolonged or frequent contact with liquids, for example in showers and near worktops with an undermount or overmount sink.
- If the Product is used in outdoor installations, or in any other area not fully sheltered from rain, wind and direct sunlight.
- If the Product is exposed to extreme temperatures, fire or explosion.
- if the Product has not been transported and stored according to the instructions in the recommendations (see also www.unilinpanels.com).
- If the maintenance and cleaning instructions have not been observed (see also www.unilinpanels.com).

4. What if you think you can make a claim on this warranty?

To claim on this Warranty, you must present the seller's original, dated purchase invoice. You can only claim using the Warranty if all the above conditions have been met. In case of any doubt, contact the manufacturer, distributor or your sales contact.

All notifications of defects must include a complete case record: a description and photographs of the problem, a description of the time and room where the problem occurred. You need to send your file to your sales contact with a clear indication that you wish to make a claim on this commercial warranty.

5. What can you claim?

In the event of a justified claim on this warranty, Unilin shall offer you one of the following options free of charge within a reasonable period:

- Replacement of the faulty Product
- Repair of the faulty Product, provided that Unilin is of the opinion that repair is possible.
- A discount on the Product's purchase price corresponding to the reduced use or reduced lifespan of the Product.

The remedies specified in this warranty document are the sole and exclusive remedy the processor can call upon and Unilin's sole and exclusive liability for any breach of warranty as set out in this document.

To the extent that this is permitted by law in your country, Unilin offers no warranties – express or implied – other than those described in this document, including warranties of merchantability or fitness for a particular purpose, and no remedies shall be available other than those provided in this document.

6. Final provisions

However, Unilin's aggregate liability, whether contractual or extra-contractual, is limited to the invoice value of the Product causing the warranty claim.

The limitation of liability does not apply if the liability is the result of an error or negligence with fraudulent intent or with the intent to cause damage, if it concerns a serious error (of Unilin or its representative), or if the error results in bodily injury or death. Unless otherwise stipulated by law, Unilin shall under no circumstances be obliged to compensate for loss of profits, goodwill, trading opportunities, or expected benefits or savings, loss or destruction or damage of data, or any other indirect or consequential damage such as but not limited to damage to third parties. Unilin is also not responsible for labour costs, travel costs, (de)installation costs or similar costs.

These provisions are exclusively governed by and must be interpreted in accordance with Belgian law. The application of the Convention on Contracts for the International Sale of Goods (the "Vienna Convention") is expressly excluded. All disputes that may arise in relation to the present provisions shall be settled exclusively and finally by the courts of law of the Kortrijk division of the district of West Flanders.

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