

# PRODUCT WARRANTY

## Terms and conditions of the IVC carpet tiles



### Warranty duration

The duration of the warranty is 15 years in Commercial use. IVC BVBA and its affiliates warrant that the IVC carpet tiles will be free from defects in materials and workmanship from the date of purchase for the duration of 15 years.

### Warranty remedy

Taking the obsolescence of the product into account, compensation will be offered at a flat rate proportional and degressively to the time elapsed (see below) and will only relate to the in initial value of the floorcovering in order to arrive at zero at the end of the warranty period. The warranty period starts on the day of installation:

1 <sup>st</sup> year : 100%	7 <sup>th</sup> year : 45%	13 <sup>th</sup> year : 15%
2 <sup>nd</sup> year : 100%	8 <sup>th</sup> year : 40%	14 <sup>th</sup> year : 10%
3 <sup>th</sup> year : 80%	9 <sup>th</sup> year : 35%	15 <sup>th</sup> year : 5%
4 <sup>th</sup> year : 70%	10 <sup>th</sup> year : 30%	
5 <sup>th</sup> year : 60%	11 <sup>th</sup> year : 25%	
6 <sup>th</sup> year : 50%	12 <sup>th</sup> year : 20%	

### Warranty remedy

1. Usage must correspond to the definitions according to the CE category of usage (ISO 10874).
2. This warranty is only valid for indoor installations of IVC carpet tiles.
3. The IVC carpet tiles must be installed in accordance with the IVC installation

instructions, by a professional installer familiar with this type of product, using the IVC recommended carpet tile adhesives and in accordance with the relevant country standard for carpet installation. The customer/ installer must be able to provide proof of compliance with the IVC installation & maintenance instructions and the relevant country standard for installation. These IVC instructions can be viewed and downloaded on the IVC commercial website; [www.ivc-commercial.com](http://www.ivc-commercial.com). If the installation is not performed by the end user, at least one copy of the installation and maintenance instructions as well as the warranty conditions must be provided to the end-user by the distributor/installer. It is recommended that a daily log will be kept by the installer and signed off by the general contractor. It should contain at least the following data :

- Batch numbers of all used materials (such as adhesives and Carpet tiles)
  - Installation conditions (temperature of the air and the subfloor, relative humidity of the air, moisture content of the subfloor)
  - Exact description of the area of installation
4. The warranty covers against manufacturing defects resulting in excessive surface wear, edge ravel, backing separation, shrinking, stretching, cupping, doming, and static electricity. Excessive surface wear means loss of more than 10% by weight of face yarn. The warranty on edge ravel is only valid for the intersection between carpet tiles of the same total thickness. Carpet tiles constructed of 100% solution dyed nylon

are warranted against excessive colour loss due to normal exposure to indoor light.

5. The data in the technical specifications must be respected. Therefore the choice of the product must be made, while taking into account the conditions of use and the intensity of its use, as indicated on our technical specifications.
6. The warranty only covers replacement of the goods + a participation in the uplift and relay costs at market conform labour rates cost subject to the degressive scale as mentioned in article II.

## WHAT IS NOT COVERED BY THIS WARRANTY

1. Damage/discoloration caused during transportation that is not reported at the time of delivery.
2. Damage caused during storage, handling or other treatment before installation.
3. Damage due to use of the floor in an outside/external location.
4. Improper installation: material that is not installed in accordance with the IVC commercial carpet tiles installation and maintenance instructions, including any and all problems caused by the use of non-recommended adhesives, preparation of the subfloor, any installation practice or method outside of those prescribed in the country standards for the installation of carpet, are not warranted.
5. Damage caused by the presence of damp and moisture in the underlying surface . Also odour issues or fungus growth under the IVC carpet tiles caused by exposure to wet conditions.
6. Damage on the IVC carpet tiles caused by the exposure to extreme temperature variations. IVC carpet tiles are not suitable for areas exposed to regular and extreme temperature variation or in areas where the climatic conditions suffer high temperature fluctuations i.e. colder night temperature and high daytime temperatures with direct sunlight, e.g. Non temperature controlled conservatories. Temperature fluctuations must be within the 6C ° to 35C° range.
7. Damage on the IVC carpet tiles or indentation marks , in applications, caused by moving appliances or heavy loads without protecting the floor (always protect the floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly , heavy objects equipped with wheels or rollers, including two and four wheel carts etc.).
8. Labour costs to repair or replace material with visible conditions that were apparent before installation.
9. Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, fertilizers or other similar materials.
10. Damage resulting from accidents, casualty events, abuse or improper. Accidents, abuse and improper usage are defined as, but are not limited to damage caused by : traces of burns, casters on furniture, cuts, impact from heavy and sharp objects, cleats, etc., as well as damage resulting from unprotected furniture legs.
11. Damage caused by appliance or plumbing leaks, or steam mops.
12. Fading or discoloration due to excessive sunlight.
13. Minimal variations in colour , shape or texture between samples or brochure illustrations and the actual floor covering. Small batch-to-batch variations (we recommend to keep different dye lots in separate areas)
14. Damage caused by remodel or construction-related activities.

15. In no event shall IVC be liable for any incidental or consequential damages. All implied warranties which may arise by implication of law or application of course of dealing or usage of trade – including but limited to, implied warranties of merchantability or fitness for a particular purpose – are expressly excluded. No warranties, express, implied, statutory, or otherwise, extend beyond those expressly set forth in this warranty, and all such warranties are expressly disclaimed. By

implied warranties we mean warranties that the law presumes to have been given by the seller even though they are not set out in writing.

16. The warranty of IVC bvba is in any case limited to 1x the invoiced value of the total project, subject to the degressive scale as mentioned in article II.