



GRABOPLAST

WARRANTY LETTER FOR SPORT FLOOR COVERINGS

Graboplast Floor Covering Manufacturers Ltd. (hereinafter: "Graboplast"), as manufacturer, hereby expressly confirms that its sport floor coverings conform to the data sheet specifying the technical details of its products and to the "Technical Conditions" in force at the time of delivery.

Graboplast guarantees for its customers that the top layer of the sport floor coverings is free of any manufacturing defect and defect in materials during the warranty period from the date of sale, if they are stored, installed, and maintained properly and according to the recommendations of Graboplast.

The top layer in the floor covering consists of the material above the glass-fibre base.

Graboplast guarantees that the glass-fibre base will not come through the floor covering during the warranty period assumed for the product.

Graboplast have provided information on the storage, installation, and maintenance of the floor to its customers.

Graboplast assumes warranty for its sport floor coverings herein specified as follows:

NAME OF THE FLOOR COVERING:	WARRANTY PERIOD:
Mega, Mega Wood	15 years
Extreme, Extreme Wood	15 years
Supreme, Supreme Wood	15 years
VariUse, VariUse Wood	15 years
Elite, Elite Wood	10 years
Stamina, Stamina Wood	10 years
Prima, Prima Wood	10 years
Rocket	7 years
Gymfit 65, Gymfit Wood 65	7 years
Gymfit 60, Gymfit Wood 60	7 years
Gymfit 50, Gymfit Wood 50	7 years
Start, Start Wood	7 years

The warranty period is calculated from the date of the first sale, which means the date at which the manufacturer performed its obligation to the Customer that had entered a contract with it (the Original Customer). The Original Customer's details are entered in the warranty database based on the contract.

The warranty period is also calculated as described above even if the floor covering is resold on several occasions before it is installed, and the complaint is lodged only following the installation.

GRABOPLAST | FLOOR COVERING MANUFACTURERS LTD.

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Reg. number: 08-10-001859 | Tax number: 14986042-2-08

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DISQUALIFICATION:

This warranty does not cover defects caused by a reason beyond the control of the activities and inspection potential of the manufacturer.

The warranty shall cease to be valid in, but not limited to, the following cases:

- Non-indoor use
- Use or installation for a purpose other than that intended,
- Fire, explosion or natural disasters, deliberate damage,
- Storage and installation that are incompetent or do not conform to the recommendation of the manufacturer,
- Defective floor base or welding error, or defective adhesive or adhesive application error,
- Damage caused by negligent or incompetent cleaning or maintenance,
- Damage due to wearing unsuitable shoes.
- If the floor covering shows uneven wear,
- Changes in areas exposed to high stress and wear,
- Fading or discolouration due to sunlight or heat,
- Mechanical damage, burns, chemical contamination.

The warranty of the manufacturer herein described shall be exclusive to the listed products, and no warranty under other terms may be enforced against the manufacturer.

COMPLAINTS

The Customer shall report their warranty claims directly to the Manufacturer or the Distributor **within 30 (thirty) days** from the detection of the error during the warranty period. If a Customer buying not directly from the Manufacturer reports their warranty claim to the Distributor, the Distributor shall forward the warranty claim to the Manufacturer **within 15 (fifteen) days** with reference to the data of the contract signed with the Manufacturer.

The Customer/Distributor (hereinafter referred to as the Reporting Party) reporting the complaint to the Manufacturer shall report it on a **complaint form**, to which one or more photos of the visible error of the product **shall be attached** if possible.

The Manufacturer shall inform the Reporting Party of the registration of the complaint and the complaint number **within 2 working days** from receipt of the warranty claim. Then the Manufacturer shall examine the complaint and evaluate the warranty claim **within 15 working days** after registration.

If the warranty claim is disputable, a **1 year limitation period** shall be available for the Reporting Party from the day of reporting the warranty claim (from the day of receipt of the warranty claim together with the necessary documents by the Manufacturer) to enforce their warranty claim in other legal proceedings.

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If any visible error is detected on the product before or during laying, the process of laying shall be immediately suspended. The Customer shall immediately report the error to the Manufacturer, otherwise the warranty claim shall not be enforceable.

The Manufacturer reserves the right to examine or have an appointed person examine the product, and to take the necessary volume of sample from the product on the site for the purpose of laboratory analysis.

As a precondition of the validity of the warranty, if laying the product is in process, it shall be suspended on the day of the detection of the error, otherwise the warranty claim shall not be enforceable.

If it is established that there was any error in the product or any part thereof **before laying**, and the warranty is valid, the Manufacturer shall replace the faulty product.

If the product or any part thereof proves to be faulty **after laying**, and the warranty is valid, the Manufacturer shall – at its discretion – replace the faulty product or give a credit of or repay the purchase price to the Reporting Party.

In case of replacement:

- If the Manufacturer is not able to replace the faulty product with an identical product, then it shall provide a replacement product with appearance and quality best resembling the original one to the Reporting Party.
- The Manufacturer shall give a warranty for the product replaced during the validity of the warranty for a time equivalent to the remaining part of the original warranty.

The Manufacturer shall be liable under this warranty only for the replacement of the faulty product or the repayment of the value of the faulty product paid by the Customer. The warranty shall not cover the costs of laying and/or removal or any other adhesion or consequential damages. These costs shall be borne always by the Customer.

This warranty obligation shall come into effect from 1 March 2021.

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