

QUALITY WARRANTY

Duraj Spółka z ograniczoną odpowiedzialnością with its registered office in 34-382 Wieprz ul. Beskidzka 779, Poland, hereinafter referred to as the **Guarantor**, grants the following **Quality Warranty**.

Duraj Sp. z o.o. manufactures engineered flooring in accordance to European standards and norms. In order to ensure the highest quality of every single board, the entire production process from timber selection, through processing and surface finishing, is subject to constant monitoring. To install and use our flooring in a proper manner that guarantees its users complete satisfaction before the installation begins all the documents relating to the product should be carefully read.

Please note that engineered flooring manufactured by Duraj Sp. z o. o. is intended only for installation by gluing. Constant monitoring of thermal and humidity conditions is required during installation. Before installation, the boards should be stored in rooms with a temperature of (18 - 22) °C and humidity (45-60) %. Humidity and temperature levels must be monitored. In the case of installation on underfloor heating, gradual heating of the floor is necessary, confirmed in the log of the heating records.

The following Quality Warranty is granted for the period of 24 months in the scope of:

- a. peel strength of the top layer,
- b. durability of the wear layer under normal use as intended,
- c. durability of the structure of individual elements,
- d. quality of element finish (dimensions, mutual matching of elements),
- e. preservation of mechanical properties,
- f. lack of deformation or warping.

TERMS OF WARRANTY

1. General conditions:

- 1.1. The condition for the Product to be covered by the warranty is compliance with the rules and recommendations regarding storage, assembly, care and operation.
- 1.2. The warranty period starts on the date of purchase (according to the issued purchase document).
- 1.3. The warranty is granted only for defects inherent in the product.
- 1.4. Any defects found but not reported within 14 days from the date of disclosure lose their entitlement to the warranty.
- 1.5. The issues not covered by the hereby warranty shall be governed by the provisions of the Civil Code, and any disputes shall be resolved by a court competent for the registered office of the Guarantor.

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2. Warranty exceptions:

- 2.1. The warranty does not cover defects caused by:
 - 2.1.1. improper installation or installation inconsistent with the Guarantor's instructions,
 - 2.1.2. inappropriate care or care inconsistent with the Guarantor's instructions,
 - 2.1.3. improper use and handling of the product,
 - 2.1.4.damage caused by random events,
 - 2.1.5.damage caused by third parties,
 - 2.1.6.damage caused during transportation,
 - 2.1.7.mechanical damage.
- 2.2. The warranty does not cover:
 - 2.2.1.changes, deformations, cracks, etc. resulting from excessive overload or caused by impact or static load,
 - 2.2.2. changes resulting from normal wear and tear, e.g. mechanical scratches,
 - 2.2.3. stains caused by greasy agents, acids, lyes, caustic solutions, etc.,
 - 2.2.4. changes in the dimensions of the product occurring after installation and resulting from the expansion of the material with temperature change, if the use conditions are not within the warranty requirements,
 - 2.2.5.change in color, structure or shade resulting from the seasoning (aging) process and uneven weather conditions, especially resulting from uneven irradiation of a fragment of the surface at the same time,
 - 2.2.6.changes resulting from the use of maintenance or cleaning agents other than those recommended by the manufacturer,
 - 2.2.7.oil, wax or lacquer coating wear.
- 2.3. The warranty does not apply if the defect of the flooring occurred as a result of not observing any of the following conditions:
 - 2.3.1.flooring should be transported in a horizontal position in originally closed packaging, not being exposed to stresses and sudden changes in temperature and humidity,
 - 2.3.2.flooring should be stored in closed, dry and airy places, it should be stored in original packaging, lying flat on the floor as not to cause any stresses and deformations,
 - 2.3.3.temperature and humidity in rooms where the flooring is stored should be stable (temp. 18-22°C and humidity 45-60%),
 - 2.3.4. before the installation floorboards should be acclimated in the installation site for at least 48 hours (in winter even up to 6 days) in closed original packaging, lied flat on a pallet or a base not directly on the ground,
 - 2.3.5.the temperature during the utilization of the flooring should be between 18°C and 22°C and the humidity should be between 45% and 60%,
 - 2.3.6.the surface on which the flooring is installed should be dry (maximum humidity of the concrete ground before the installation <2%, for the anhydrite ground <5%), even (maximal allowable unevenness of the surface <2mm/2lm measured with level staff), and stable, without any cracks and gaps, it needs to have also a proper anti-humidity insulation,
 - 2.3.7.during the installation you need to strictly follow the rules included in the Installation Instruction and generally applicable norms and standards concerning flooring works (e.g. WTWiORB or construction and commissioning requirements SPP). The warranty does not cover flooring during the installation of which the person responsible for the installation committed mistakes. In case of any uncertainties concerning the installation, it is necessary to contact the manufacturer.
- 2.4. The warranty does not cover any possible differences in shades between pattern books, samples or photos and every batch of the material, as well as changes in wood

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tones during long utilization, resulting from natural wood maturation processes (e.g. influence of UV rays).

- 2.5. The warranty covers only flooring installed in living quarters with small, medium and big traffic. The warranty does not cover flooring installed in areas exposed to constant moisture (bathrooms, saunas, winter gardens).
- 2.6. Varied colors and color change (darkening due to sunlight) are natural features of wood and are not subject to complaint.
- 2.7. Acoustic effects related to the use of the floor are a natural feature of wooden floors and do not constitute grounds for complaints.
- 2.8. Warranty does not cover the damage of the varnish or oil coating arising during utilization, especially cuts, tears, scratches or other similar damages, effects of the fire and water flood, piercing the surface with sharp objects or heels as well as any damages caused by the impact of heavy objects, unsecured furniture and sand.

3. Claim reporting process:

- 3.1. The complaint must be sent in writing to the Guarantor within a maximum of 14 days after the Buyer has discovered the defect. A prerequisite for considering the complaint is to attach complete documentation, that includes description of the defect, purchase document and photos showing the reported defect.
- 3.2. In order to verify the reported claims, it may be necessary to make a visual inspection of the installation site. In addition, the Guarantor may ask the Buyer to provide additional information. The refusal to carry out the inspection or the lack of explanations necessary to assess the reported claims results in the complaint being disregarded.
- 3.3. After finding a defect, the Buyer is obliged to leave the product intact until the Guarantor decides on the further course of action. Making any changes, cleaning, or repair without the consent of the Guarantor results in the automatic expiry of the rights under this warranty.
- 3.4. If the Warranty is accepted, the Guarantor may:
 - 3.4.1.replace the defective Product with a defect-free one,
 - 3.4.2.remove the defects found free of charge,
 - 3.4.3.pay financial compensation in the event that removal of the defect would be impossible or would require excessive costs, taking into account the value of the defect-free Product and the type and significance of the defect found.
- 3.5. Within 14 days from the date of receipt of the complaint, the Guarantor will determine the course of the warranty procedure.
- 3.6. The Guarantor is not liable if, in the event of replacing the product, it differs in color and shade from the other previously installed elements.

4. Further notes:

4.1. This warranty does not exclude, limit or suspend the Buyer's rights under the provisions on warranty for defects in the sold item, as well as under generally applicable provisions of national law applicable to the sales contract.

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