

Warranty of wear resistance for moderna design, vinyl and laminate flooring

I. Warranty cover: Moderna GmbH & Co KG, Zum Walde 21, 59602 Rütten-Meiste, provides a warranty, over and beyond statutory rights under § 437 of the German Civil Code (replacement, cancellation of contract, reduction of purchase price and compensation) that the decorative layer on the purchased product will not wear away within the warranty period provided the product is used properly for the purpose intended, according to the following warranty conditions. Any spot on which the decorative layer has been removed down to the substrate material over an area of at least 1cm² is regarded as having worn away, though signs of wear on the edge area of an individual floor element are excluded from this warranty. Any load on the flooring that is not the purpose for which the flooring was intended, mechanical damage and failure to comply with the moderna care instructions for the respective flooring exclude any claim under the warranty. The warranty applies exclusively to first choice products and use in private living areas or commercial areas depending on the wear class specified, with the exception of humid rooms, such as bathrooms or saunas. The warranty also applies to use in humid rooms such as bathrooms at moderna laminate skyline, horizon, variation, vision, elegance, lifestyle; moderna vinyl; moderna eco-design and eco-design smart (tile). Use in wet rooms, such as showers, public washrooms and saunas, is not permitted. Special warranty conditions apply for the USA and Canada; this warranty does not apply in said regions.

II. Warranty period: The warranty period is in accordance with the warranty time stated for each individual product and for the concrete type of use described, after the appropriate date of purchase respectively.

III. Warranty conditions: The flooring must have been fitted in accordance with the installation instructions enclosed in every third product package, in the permitted areas of use named within the instructions. In particular, information in the installation instructions about checking the humidity of subsurfaces and the installation on underfloor heating must be observed. The floor must also be maintained and cleaned according to the care instructions enclosed with the product. If these installation or care instructions are missing and/or incomplete, the claimant is obliged to request this information from their specialist retailer or directly from moderna before fitting the flooring.

IV. Reporting a warranty claim: Any complaint must be made in text form (e.g. as a letter sent via the postal system, a fax, or an e-mail), enclosing a copy of the original invoice from the specialist retailer, which serves as a certificate of warranty. If it is not possible to present the original retailer's invoice, any claim under the warranty is excluded. Once the claim is received by moderna, it must notify the customer within four weeks whether a warranty

claim has been acknowledged. If no notification is given within this period, the warranty claim is deemed to have been rejected. During this period, moderna or a third party employed by them must be granted access to the product that is the subject of the complaint on site in order to investigate the claim.

V. Scope of the warranty: When a warranty claim is acknowledged, moderna will at their discretion repair the faulty floor element or alternatively provide replacement material of the same quality, if at all possible from the same range, for the entire room in which the problem has occurred. The customer can collect the replacement material free of charge from the original sales outlet stated in the original invoice, excluding any further claims over and beyond this, including but not limited to compensation claims for the removal or fitting of the flooring or for consequential damage that has occurred other than in the product supplied itself.

VI. Limitation of warranty: The warranty period is not extended by a warranty claim. Claims under the warranty expire six months from the date of moderna's receipt of the customer's written complaint (see IV.), but no earlier than the expiry of the warranty period.

VII. Choice of law: This warranty is subject to German law, to the exclusion of the United Nations Treaty governing contracts for the international sale of goods. However, this does not affect the legal provisions regarding the limitation of the choice of law; in particular and in accordance with Art. 6 (2) of EC Regulation (EC) No. 593/2008 (the "Rome I Regulation"), the beneficiary of the warranty can, irrespective of the choice of law and in accordance with Section 1, invoke the mandatory protection of the law that would apply in the absence of this choice of law.