

# WARRANTY ON HAIN NATURAL FLOORING VALID FOR THE FOLLOWING PRODUCT FAMILIES: CASTELLO, VIALE, AMBIENTE, PRIMUS AND FINO

## I. Warranty cover

HAIN Naturböden GmbH & Co. KG, am Eckfeld 4, 83543 Rott am Inn, Germany, 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) under the following warranty conditions. The aforementioned statutory rights, the use of which is free, are not restricted by this warranty. Provided the product is properly used as intended in living areas, HAIN warrants the durability of the three-layer glued structure of the product. The warranty does not cover damage caused by incorrect handling and inappropriate use, especially loads and wear of the flooring not in accordance with the intended purpose, mechanical damage by furniture, pets etc., as well as impressions and scratches. Optical faults such as joints, colour changes due to the effects of lighting or seasonal, climatic warping of individual planks are also not covered. Also excluded is damage due to an infestation of insects, incorrect care, cleaning or maintenance, especially damage caused by the use of chemical products and/or damage due to the effects of moisture.

The warranty applies exclusively to first choice products and use in private living areas subject to normal wear, with the exception of humid rooms, such as bathrooms or saunas. For bathrooms, special substrate preparation and maintenance work is required. Special warranty conditions apply for the USA and Canada. This warranty does not apply in said regions.

## II. Warranty period

The warranty for the above mentioned HAIN natural flooring is 30 years in living areas.

## III. Warranty conditions

The flooring must have been fitted in accordance with the installation instructions enclosed in at least every third product package or that can be found on the internet at [www.hain.de/en/service.html](http://www.hain.de/en/service.html) in the permitted areas of use named within the instructions. In particular the instructions relating to checking moisture in the subsurface and the installation instructions for 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 and care instructions are missing and/or incomplete, the claimant must request these instructions from a specialist retailer or specialist craftsmen directly from HAIN Naturböden GmbH & Co. KG before starting the fitting. The installation, cleaning and care instructions can be found at [www.hain.de/en/](http://www.hain.de/en/)

It should also be noted that the natural oil surface finish is a protective coating for the wear layer of wood underneath and is subject to normal wear. Therefore the warranty does not cover wearing down of the natural oil surface finish. When signs of wear appear, a specialist company must be engaged to expertly renew the surface in good time and to the extent necessary. Therefore the warranty does not cover damage resulting from incorrect installation, incorrect care or cleaning or a failure to expertly renew the natural oil surface finish in good time.

## IV. Reporting a warranty claim

Any complaint must be submitted to HAIN in text form (e.g. as a letter sent via post, a fax, or an email), 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 specialist retailer's original invoice, any claim under the warranty is excluded.

Following receipt of the claim, HAIN must notify the customer within four weeks of 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, HAIN or a third party employed by them must be granted access to the flooring that is the subject of the complaint on site in order to investigate whether the claim is justified.

## V. Scope of the warranty:

When a warranty claim is acknowledged, HAIN will at its discretion repair the faulty plank or alternatively deliver replacement material of the same quality, from the same range if at all possible, for the entire room in which the problem has occurred. The provisions in accordance with section 439 (2), (3), (5) and (6) sentence 2 and section 475 (5) of the German Civil Code shall apply to this claim.

## 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 HAIN'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.