

GUARANTEE CARD

Terms and conditions of Holzexport Sp. z o.o. guarantee for a floor (parquet / boards) used in indoor residential areas

Parquet / boards are manufactured by Holzexport Sp. z o.o. in conformity with EU standards, including PN-EN 13489-2003 standard. The Production process is subject to ongoing strict controls, which ensures the highest quality standards. Parquet produced by Holzexport is a floor of a unique aesthetical value, fast and easy to install and durable for tens of years.

I. Subject and scope of Guarantee

Holzexport Sp. z o.o., with registered office in Kielce (25-116), ul. Ściegiennego 256 (hereinafter referred to as "The Manufacturer") offers Guarantee subject to the following terms and conditions.

1. General conditions

- 1.1 This Guarantee is provided in line with the EU law applicable in the country of the Manufacturer's registered office, and is governed by that law only.
- 1.2 Guarantee period is 5 years and starts from the date of sale of the Product to the first user by a Seller, Holzexport Sp. z o.o. Authorised Representative or the Manufacturer, however, in no circumstances will it start after completion of 1 year from the date of sale by the Manufacturer.
- 1.3 Territorial scope of the Guarantee is the territory of the country of the Manufacturer's registered office or a country in which the Buyer has purchased the Product from the Holzexport Sp. z o.o. Authorised Representative or directly from the Manufacturer subject to a condition that the Buyer has installed the floor in the country in which the Product was purchased.
- 1.4 The Guarantee for the Product sold does not exclude, limit or extinguish the rights of the Buyer (who is a private consumer) arising from incompatibility of the Products with the sale

agreement, or the Buyer's rights arising from absolutely applicable EU law in the country of the Manufacturer's registered office.

1.5 EU law generally applicable in the country of the Manufacturer's registered office shall be applicable to any matter not contemplated in this Guarantee.

1.6 Guarantee terms and conditions are available online at <http://www.holzexport.com.pl/>.

2. Scope of the Guarantee

2.1 The Guarantee applies to parquet boards making up a floor.

2.2. The Guarantee is provided only under the condition that a floor is installed in an indoor residential area.

2.3 The Manufacturer's liability under the Guarantee exclusively covers defects inherent in the Product sold.

2.4 The subject of the Guarantee is the quality of workmanship (measurements, alignment) of the parquet boards making up a floor in conformity with PN-EN 13489-2004 standard and structural durability of specific parquet boards bonded to the substrate.

2.5. The Guarantee covers parquet boards installed and used in line with the Installation Instructions and Manufacturer's Maintenance Instructions.

2.6. The Installation Instructions and Manufacturer's Maintenance Instructions are inside the Product packaging and can also be found at www.holzexport.com.pl

3. Exclusions

3.1. The following are excluded from the Manufacturer's Guarantee:

- a) defects occurring as a result of installation, maintenance or use of the Product in a way contrary to the Installation Instructions, Maintenance Instructions or generally accepted building practice;
- b) wear and tear of the Product as a result of a normal use of the Product, including wear and tear of a varnished, oiled or dyed surface, both due to damages and normal wear and tear;
- c) structural durability and defects in the event that the floor made of wood species not allowed by the Manufacturer has been installed on a floor heating system;
- d) defects occurring as a result of improper shipping or storage conditions;
- e) patent defects of boards upon the installation. Boards with patent defects must be returned to the Seller for replacement prior to the installation;
- f) damages and deformations as a result of the temperature or moisture other than the one specified in the Installation Instructions and Manufacturer's Maintenance Instructions in a room in which the Product has been installed;
- g) damages of the boards, including scratches, as a result of external factors, including mechanical ones (i.e. hard or sharp objects, pets' claws, moving around of objects not protected with felt pads) or normal wear and tear;
- h) wood discoloration over time as a result of exposure to light or a natural ageing of a wood material;
- i) wood discoloration as a result of maintenance contrary to the Maintenance Instructions;
- j) changes in appearance of a board as a result of mineral salt efflorescence in the case of wood species coming from outside of Europe;

- k) visual differences between a colour, grains, number and size of knots, grain distribution of a product sample presented at the point of sale or in the photographs in the website, catalogues or other marketing materials or in another way by the Manufacturer's and the colour, grains, number and size of knots and grain distribution of the Product purchased by the Buyer;
- l) boards that have been modified in a way other than it is allowed in the Installation Instructions;
- m) parquet / boards that have been reinstalled in a new location;
- n) parquet / boards that have become desiccated as a result of a defective heating system;
- o) damages or changes of boards as a result of moisture present in the substrate or walls, flooding of a room, damage to a component of a water supply or sewage disposal system or other similar occurrences resulting in penetration of parquet by moisture ;
- p) defects and damages following alterations or structural alterations of boards;
- q) natural colour or texture differences which can occur within a specific grade, sort or batch.

3.2 Failure to comply with any of the requirements in the Installation Instructions or Maintenance Instructions will result in forfeiture of the rights under the Guarantee.

4. Costs related to replacement or reinstallation of the floor in the guarantee period

In the even when the Manufacturer is under an obligation or has decided to replace or reinstall the floor in the guarantee period, the Manufacturer is not under an obligation to cover the following costs: dismantling or/and reinstallation of the defective floor, surface renewal, refinishing of the replaced or/and adjoining floor, without prejudice to Art. 8 Subart. 2 of the Act

on Special Terms and Condition of Sale to Private Customers of 27 July 2002 (Official Journal of 2002 No. 141, item 1176, as amended).

Furthermore, the Manufacturer is not under an obligation to repair or replace any substrate materials, adhesives or any other supplies or materials used in dismantling, reinstallation or refinishing.

II. Claim processing

5. Making a Claim

5.1. Claims are processed only by the Manufacturer – Holzexport Sp. z o.o., with registered office in Kielce (25-116), ul. Ściegiennego 256.

5.2. When a defect is found in the parquet / board covered by the Guarantee, a claim must be made in a written form with a Seller from whom the parquet / board was purchased, and if it is not possible - directly with the Manufacturer to enjoy rights under the Guarantee. The claim must be made within a time limit of 2 months of a defect discovery date. The claim must be made in a claim form available from the Seller. If it is not possible to make a claim in a claim form, the claim should be made in a written form and a copy of a proof of purchase must be enclosed.

6. Claim processing

6.1. Claims made in the Guarantee period will be processed only under the condition that the Product, accompanied by a proof of purchase, is returned or shown.

6.2. Legitimacy of the claim can be verified by way of visual inspection of the floor in the installation location or conditions of its use on a date agreed by the Parties. The Manufacturer is entitled to ask the Buyer to provide further information connected with the defect if it is necessary to verify whether the claim is justified. As regards oiled floors, the Manufacturer has the right to ask the Buyer to provide copies of bills of floor care products purchased over the period of the past 12 months. A groundless refusal of a visual inspection of the floor in the installation location or conditions under which the floor has been used or a groundless refusal to provide

further information connected with the defect if it is necessary to verify whether the claim is justified will result in disregard of the the claim.

- 6.3. The Manufacturer undertakes to take a position on a complete claim which has been correctly made within 14 days of the date of making the claim.
- 6.4. In the event that the claim has been granted:
 - a) the Manufacturer will replace the defective product with a non-defective product in the event that a major defect has been determined that makes a normal proper use of the floor impossible;
 - b) the Manufacturer will replace the defective board which was put aside and not installed due to a defect found with a non-defective board;
 - c) in other cases, the Manufacturer will remove a reported defect free of charge or reduce the price if it is not possible to remove a defect or its removal involves excessive costs.
- 6.5. Insignificant repairs (for instance filling gaps left by removed knots) and renewal made by the Manufacturer will not extend the Guarantee period.
- 6.6. The Manufacturer will decide how the claim is to be processed. The Manufacturer, through the Seller from whom the floor was purchased, or, if not possible, directly advises the Buyer by email, post or telephone how the claim has been processed.
- 6.7. Any defective products which were replaced under the Guarantee become the property of the Manufacturer.

On behalf of Holzexport Sp. z o.o., this guarantee is extended by