

# **Kenflexsafegrip** Pur R10

# Warranty: Kenbrock COMMERCIAL **KENFLEX SAFEGRIP PUR R10**

Kenbrock Pty Ltd hereby expressly confirms that its SAFEGRIP PUR R10 floor covering conforms to the data sheet specifying the technical details of its products and to the "Technical Conditions" in force at the time of delivery.

Kenbrock guarantees for its customers that the top layer of SAFEGRIP PUR R10 floor covering is free of any manufacturing defect and defect in materials for a period of ten (10) years from the date of sale, provided that they are stored, installed and maintained properly and according to Kenbrock's recommendations.

The top layer in the floor covering consists of the material above the glass-fibre base. Kenbrock guarantees that the glass-fibre base will not come through the floor covering during the warranty period assumed for the product.

Kenbrock have provided information on the storage, installation and maintenance of the floor to its Customers.

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 into a contract with it (the Original Customer). The Original Customer's details are entered in the warranty database on the basis of the contract.

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

## 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 particular, 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 that is incompetent or does not conform to the manufacturer's recommendations.
- Installation that does not conform to AS1884:2012,
- 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 SAFEGRIP PUR R10, and no warranty under other terms may be enforced against the manufacturer.

#### Complaints Procedure

The Customer is entitled to notify the manufacturer or its Seller of a complaint in registered letter within 30 days of discovering the defect, by describing and presenting the defect and proving its origin from the manufacturer beyond any doubt.

The Original Customer shall notify the manufacturer of the complaint and shall forward the complaint submitted to it within 15 days, citing the details and proof of the contract concluded with the manufacturer.

An express warranty claim may only be enforced within the warranty period. In case of any dispute, Customers have one year from giving notice of the complaint to initiate legal procedure against the manufacturer to enforce their express warranty claims.

After the expiry of this deadline, they shall forfeit their right to enforce any claim.

### **Express Warranty**

If defect is detected, reported and verified by Kenbrock, the company will provide replacement floor at no charge to the Customer.

The warranty obligation of the manufacturer is limited exclusively to the replacement of floor covering material the defect of which has been acknowledged.

In addition to the acceptance of such liability, any other compensation of any nature shall be excluded, and the liability of the manufacturer shall not extend to consequential losses either.

If any condition of the assumption of such warranty is inconsistent with a legal regulation, this stipulation may not apply, but this does not affect the validity of the other parts and terms of the assumption of warranty.

The present assumption of express warranty obligation shall take effect on 01 June 2016 and shall extend to floor coverings sold by Kenbrock as of that day.