

#### MeisterWerke

# Warranty for Lindura

## **Flooring**

We, MeisterWerke Schulte GmbH based in Ruethen-Meiste, Germany ("MeisterWerke") are a leading German manufacturer of flooring products including engineered hardwood and laminate flooring. All of our products are manufactured to the highest standards using the latest technology and our years of know how. Our products are carefully inspected through each stage of our manufacturing process with a final inspection before they are packed and shipped to our customers. We are completely confident in our products' high quality, and therefore are pleased to provide the following warranties, subject to the terms and conditions detailed below. The limited warranties described below apply only to MeisterWerke flooring products and are given to the original purchaser only. These warranties are not transferable and are subject to the procedures, limitations, disclaimers and exclusions set forth herein.

## Pre-Installation Warranty

It is the responsibility of the installer and purchaser to inspect each plank prior to installation. All questions or concerns in regard to grade, manufacture, color, gloss or finish of our products are required to be resolved before installation. MeisterWerke accepts no responsibility or liability for the cost of our products, replacement and/or



labor when flooring containing grade, manufacture, color, gloss or finish defects has been installed prior to resolution. Installing our product assumes full acceptance of our flooring. Please consider that this is a natural living product, and with all such products, variations in grain and in color are normal, must be accepted and are even desired in many cases, so such variations cannot be accepted as visual defects.

### Lifetime Structural Warranty

MeisterWerke offers a lifetime structural manufacturing guarantee that our Lindura flooring, in its original manufactured condition, will be free from any manufacturing defects for as long as the original purchaser owns the floor.

We warrant, subject to the limitation and exclusions set forth herein, the durability of our Lindura multilayer product structure relating to pressing and fusing the single layers with one another.

## 30-year Finish and Wear-through Warranty

We warrant the proper visual appearance of our Lindura products (only those with lacquered surface) for a term of 30 years (in case of residential use; **5 years in case of commercial use**), subject to the limitations and exclusions set forth herein.

Natural and common variances of the products do not constitute a defect and are not covered under this warranty. Normal exposure to sunlight as well as the use of area rugs are likely to cause changes in color over time (shading). This is not considered to be a defect

This is restricted to wear on the surface on the boards. The wear must be readily visible and cover a minimum of 10 % of the installed floor. Gloss reduction is not considered wear.

#### Warranty Limitations and Exclusions

All of our warranties granted in this document are subject to the conditions, limitations and exclusions set forth herein, and in particular to the following:

- The floor must have been installed in accordance with the installation instructions enclosed in every third package of our products and in permitted areas of use as specified in the installation instructions.
- The floor must have been maintained and cleaned in accordance with our MeisterWerke care instructions the most recent version of which can be viewed at www.lindura-hardwood-flooring.com. You must make sure that to be informed of revisions, you check with such instructions of care at least twice per year.
- Any defects and visual changes resulting from external sources, such as high temperatures, improper cleaning or maintenance, moisture, water, sharp objects (pet claws, high heels, furniture legs, sand, gravel) and such shall be excluded from our warranties.
- Alterations and repairs to our products (unless performed by us or by an authorized third party by an authorized third party on our behalf) will terminate any and all



- Any claim under this warranty must be submitted to us (by e-mail to the latest address communicated by MeisterWerke) or to our authorized dealer without undue delay after detection of a defect. A copy of the retailer's original invoice must be enclosed or attached. You must furthermore provide sufficient evidence to show that you are the Buyer of the products and that the products are still installed in the building owned by you. Upon our request, you must give us or any third party named by us, access to the products which the complaint or warranty claim refers to. Failure to comply with our requests for information and evidence shall result in immediate termination of our warranty and any rights and claims resulting therefrom.
- After receipt of a complaint or a warranty claim, we will advise you within a period of four weeks following receipt of such complaint or claim, if it is acknowledged and we will inform you of our decision in regard to the claim.
- Except as stated herein, the warranties granted herein shall be exclusive and no other warranties shall apply. The warranties herein are in lieu of any other warranties, whether given orally or in writing, whether express or implied. No dealer, distributor, seller or other person (except for our authorized officers and employees) has authority to extend or alter the terms or the applicability of these warranties. Under no circumstances (other than set forth herein) shall MeisterWerke be liable or responsible for any claim, damage or loss, whether direct or indirect, resulting from our products or their use, and all incidental, special, indirect and



consequential damages (including in particular lost profits, punitive and multiple damages as well as attorneys' fees) shall be excluded. Where, under applicable law, the limitation and/or exclusion of implied warranties, incidental and/or consequential, punitive or multiple damages is not admissible, the limitations and exclusions set forth in this warranty shall apply and be enforced in our favor to the fullest admissible extent.

#### Notice:

When calling upon any warranty granted herein, you, the Buyer, accept that all disputes arising from any of these warranties, their limitation or exclusions, shall exclusively be governed by the United Nations Convention of the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to the warranties herein granted, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, shall be referred to and finally be determined by arbitration in accordance with the JAMS International Arbitration Rules without any pretrial discovery (including, without limitation, production of documents) to take place. The Tribunal shall consist of one arbitrator. The place of arbitration shall be the JAMS office that is the closest proximity to the floor location. The language to be used in the arbitral proceedings shall be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



When a warranty claim is acknowledged, the Manufacturer will 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.

Any publication of this content to third parties without the consent of MeisterWerke Schulte GmbH, in writing, in electronic form, by word of mouth or per social media, either directly and personally or indirectly and through others, is prohibited.