#### **Residential & Commercial use**

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Thank you for choosing a product from HMTX Global. Hereby you will be provided with a guaranteed certificate on the product you have purchased. HMTX Global provides an independent and voluntary manufacturer's guarantee at no charge, subject to the following conditions:

## 1. NO RESTRICTION OF STATUTORY OR LEGAL WARRANTY RIGHTS

The statutory/legal warranty obligation of the seller and the associated legal /national warranty rights of the end customer are not affected by this manufacturer's guarantee but are not extended in the same way. Violations of this manufacturer's guarantee do not constitute a material defect. The rights stated in this manufacturer's guarantee conclusively reflect the rights of the guarantee holder, end customer or consumer or beneficiary under this manufacturer's guarantee. Further claims, in particular for compensation for direct or indirect damages, are not covered by this manufacturer's guarantee.

# 2. GUARANTOR/GIVER OF GUARANTEE

THE GUARANTOR IS: Aspecta BV d/b/a HMTX Global Argon 37 4751 XC Oud Gastel The Netherlands Phone: +31(0) 88 1662500

## 3. GUARANTEE BENEFICIARY/GUARANTEE HOLDER

The end customer who purchased the product for private/residential or commercial use is entitled to the guarantee. The guarantee is not transferable or inheritable and is only valid for the area of use or purpose for which the product was originally purchased. The end customer or guarantee holder should keep this guaranteed statement with the following other important documents in order to ensure access to the required documents if necessary:

- Original invoice
- Installation instructions
- Maintenance & Cleaning / Care instructions

In addition, HMTX Global recommends keeping a replacement package of the original installation in case a repair is ever required.

## 4. GUARANTEE EFFECT

The guarantee is valid worldwide and relates exclusively to the product itself, not to its installation. It begins with the purchase of the product by the end customer. The date of purchase stated on the invoice represents the beginning of the guarantee period. Guarantee service does not extend the guarantee period, nor does it start to run again.

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#### **Residential & Commercial use**

## 5. SCOPE OF THIS MANUFACTURER'S GUARANTEE

HMTX Global guarantees, that the product will be free from manufacturing defects and that normal use and maintenance will not result in abrasion or wear and tear that would affect the décor. The definition of worn is a coherent area with complete loss of the decorative layer in a size of at least 0.5 cm<sup>2</sup>. This limited and voluntary guarantee only applies if the floor covering covered by it has been installed in accordance with the installation instructions dedicated to the product and has been maintained according to the appropriate cleaning and care instructions.

#### 6. EXCLUSIONS

The following are not covered by this free and voluntary guarantee:

- Usual wear and tear of the wear layer, typical signs of wear or scratches.
- Damage due to improper installation or maintenance, including use of inappropriate cleaners or surface treatments, bumps or irregularities.
- Damage caused by fires, burns, abuse, flooding, moisture, spills, scratches, aggressive scrubbing pads, abrasion, stains, construction, or installation.
- Damage caused by vacuum cleaner brush rollers, marks or damage caused by high-heeled shoes, excessive roller stress, inappropriate castors, chairs or other furniture without appropriate furniture glides and cuts or scratches caused by sharp objects.
- Changes in color or gloss due to direct sunlight or due to rubber-backed mats.
- Outdoor use
- Loss of gloss
- Slight shade, color, or texture differences between product samples, printed color photographs or illustrations, and the product delivered.
- Losses due to delays, inconveniences, incidental costs (e.g., phone calls, labor and/or material costs) incurred in removing or rerouting the affected material, and any other incidental or consequential damages.
- Where products have been installed in areas outside of the recommended class of use or traffic specification as specified in the product's Technical Data Sheet (TDS).

## 7. GUARANTEE PERIOD

The guarantee includes the period of 15 years for all named products, starting from the date of purchase. (For information on voluntary participation in necessary labor costs see 8.b

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### 8. GUARANTEED SERVICES

#### a. Repair or replacement

HMTX Global reserves the right to check the legality of any reported guarantee claim, which can be done by requesting meaningful documentation as well as by conducting an on-site inspection.

If a guarantee claim is recognized and approved during this period, HMTX Global will provide free replacement for the affected area, room or area through the respective dealer from whom the product was originally purchased. There is no entitlement to replacement for other surfaces or areas not affected by the guaranteed claim. If repair is possible without replacement, HMTX Global will take the costs (s. 8.b) for this instead of replacement.

If possible, a required replacement material should correspond to the same design. If this is not possible, for example because the design or execution/construction is no longer available, a décor-like product can alternatively be supplied, whereby the décor similarity is at the discretion of HMTX Global.

#### **b.** Participation in labor costs

Whenever unavoidable labor costs should occur, HMTX Global will contribute to the reasonable cost to eliminate the guarantee related issue. The prerequisite for this is the submission of an offer for professional execution at reasonable local prices.

If the submitted offer is accepted by HMTX Global after a thorough examination, it shall bear as guarantor within the first 3 years from the date of purchase to the following extent:

PERIOD (YEARS)	1	2	3	4-15
LABOUR	100%	50%	25%	0%

(After the end of year 3 from the date of purchase, HMTX Global will no longer pay any labor cost.) The required costs include only work on the product itself. Additional costs such as moving furniture, installation of other construction, clearing work or downtime costs are not part of the service. Unauthorized attempts of the end customer to solve the issues by commission of third parties without prior consultation with HMTX Global will result in the loss of the rights of this guarantee.

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#### 9. PROCEDURE FOR ASSERTING RIGHTS UNDER THIS MANUFACTURER'S GUARANTEE

If the end customer fears or expects a guarantee claim to be reasonable, she/he must immediately contact the dealer from whom the product was purchased or delivered. The end customer is obliged to avoid and/ or reduce possible consequential damage to the best of his knowledge and belief, as well as within the scope of his own reasonable possibilities.

This includes, in particular notifying the suspected guarantee claim immediately or as quickly as possible. HMTX Global is not responsible for any consequential damage or deterioration of the condition, as for example, caused by a delayed notification.

The transaction of handling a recognized guarantee claim and following process is carried out exclusively by the dealer from whom the product was originally purchased. If the company or local branch is no longer available, HMTX Global shall determine the next contractual partner of the company, located as close as possible to the end customer or installation site to take over.

Disclaimer: This document represents the current state of knowledge at the time of its publication and instantly supersedes all previous editions. It may be replaced, supplemented or amended at any time and without special notice. Please be sure to check the validity, relevance and content for topicality before issuing a guarantee claim at **www.allure-innovation.com**