

WOODEN FLOORS INSPIRED BY FASHION

Baltic Wood Guarantee Conditions for floors used in residential rooms

The three-layer engineered hardwood flooring manufactured by Baltic Wood is made using advanced production technology, and according to the principles of the company's quality policy (ISO 9001 certificate), it undergoes repeated and rigorous inspection in terms of aesthetics, functionality and durability.

Careful selection of wood and other materials, which come exclusively from verified, renowned sources, licensed high-precision joints as well as the highest standards of production quality give Baltic Wood engineered hardwood floors exceptional aesthetic value, make them quick and easy to install, and ready to serve you for many years.

Wishing to install Baltic Wood flooring correctly, which will guarantee full satisfaction to the user, you should thoroughly familiarize yourself with the Manufacturer's Floor Installation and Care Instructions, as well as check each element of the floor you have bought before you begin installing it.

I. Object and scope of the guarantee

Baltic Wood, with its registered office in Jaslo at ul. Fabryczna 6a, 38-200, Poland (hereafter referred to as the "Manufacturer") provides the product guarantee based on the following principles:

1. General conditions

- **1.1.** This guarantee is issued in accordance with and is subject exclusively to Polish law.
- 1.2. The guarantee period is 30 years, and begins on the product's date of sale to the first user by a Dealer, the Authorized Representative of Baltic Wood or by the Manufacturer, however in either case the guarantee period begins no later than within 1 year after the sale of the product by the Manufacturer.
- 1.3. The territorial reach of the guarantee includes only the state, where the Manufacturer's registered office is located, or a state in which the Buyer has made his purchase from an Authorized Representative of Baltic Wood or directly from

the Manufacturer - on the condition that the Buyer installed the floor in a residential room in the state, where he has purchased the product.

- 1.4. The guarantee for the product sold does not exclude, limit or suspend the rights of the Buyer as a consumer resulting from the product's inconsistency with the purchase agreement, or the rights of the Buyer ensuing from relevant regulations in force.
- 1.5. In matters not regulated in this agreement, the universally binding regulations of Polish law shall apply.
- **1.6.** The conditions of the guarantee are available in electronic form on the website: www.balticwood.pl.

2. Scope of the guarantee

- 2.1. This guarantee covers three-layer engineered hardwood floorboards, constituting floor elements.
- 2.2. The guarantee is issued only on the condition, that the floor is installed in residential rooms.
- 2.3. The Manufacturer's responsibility, based on the guarantee issued, includes only faults inherent in the product sold.
- 2.4. This guarantee covers the workmanship quality (dimensions, fitting) of three-layer engineered hardwood boards constituting floor elements in accordance with the EN 13489-2004 Standard.

The guarantee additionally covers:

- a) structural durability of individual floorboards installed in a floating system or glued to the subfloor in accordance with the Installation Instructions;
- b) structural durability of individual floorboards installed on a floor heating system on the condition, that this installation was carried out in accordance with the Installation instructions, and the type of wood, which the floor is made of, is considered by the Manufacturer to belong to the group of floors suitable for such an installation. The Manufacturer explicitly excludes the possibility of installing floors made from the following types of wood on floor heating systems: beech, maple, jatoba, badi or tali.
- 2.5. The guarantee covers floorboards laid and used in accordance with the Manufacturer's Floor Installation and Care Instructions.
- 2.5. Manufacturer's Floor Installation and Care Instructions are placed in the product's packaging, and are also available on the website www.balticwood.pl.

3. Areas excluded from the guarantee

- 3.1. The Manufacturer's Guarantee shall not cover:
- a) faults resulting from installation, maintenance or use of the product in a way inconsistent with the Manufacturer's Floor Installation and Care Instructions or generally recognized principles of construction;

- b) normal product wear and tear, including wear and tear of a varnished, oiled or stained surface, both due to damage or natural wearing;
- c) loss of structural integrity or any fault caused by installation, against the Manufacturer's recommendations, on a floor heating system, of floorboards made from the following types of wood: beech, maple, jatoba, badi, or tali;
- d) faults resulting from transporting or storing the product incorrectly or in inappropriate conditions;
- e) installation of floorboards with obvious faults;
 boards with obvious faults should be returned to the Dealer for exchange before installation;
- f) damage and deformations that result from keeping the room, where the product has been installed, at a different temperature or humidity level than that specified in the Manufacturer's Floor Installation and Care Instructions as well as floorboards dried out as a result of faulty operation of the heating system;
- g) damage to the floorboards (also scratches) brought about by the action of external agents, including mechanical damage (e.g. caused by hard or sharp objects, animal claws, sliding objects across the floor without protective felt pads) or their normal wear and tear;
- h) natural colour or structural variations, which may occur within a given type, sort or production lot and change of the colour with time, resulting from exposure to light or natural ageing of the wood material as well as caused by care and maintenance inconsistent with the Care Instructions;
- i) changes in the floorboards' appearance resulting from crystallization of mineral salts in the case of wood types sourced from outside of Europe;
- j) visual difference between the colour, growth rings, number or size of knots, or the grain of the product sample presented at the sales point or in photographs on the website, in catalogues or other marketing materials or in another way by the Manufacturer and the colour, growth rings, number or size of knots and the grain of the product purchased by the Buyer;

- k) floorboards that are modified in any way, with the exception of modification permitted in the Installation Instructions as well as faults and damage arising from any kind of adaptation or structural changes of the floorboards;
- I) floorboards re-installed in a new place;
- m) damage or change in physical characteristics of the floorboards caused by moisture contained in the subfloor or in the walls, flooding of the room, damage to water or sanitary systems or other such events that result in moisture penetrating the floor;
- n) "creaking" and other acoustic sounds during usage;
- o) "waving effect" (visually detected crossbars on the surface), which mainly arises from the reaction of wood for external conditions in place where the product is stored, installed and used;
- p) convex or concave effect which mainly arises from the reaction of wood for fluctuations of the differences in moisture content (external

II. Handling of complaints

5. Reporting complaints

- 5.1. Complaints are investigated only by the Manufacturer Baltic Wood, with its registered office in Jaslo, at ul. Fabryczna 6a, 38-200, Poland.
- 5.2. If faults are confirmed in the floorboard covered by this guarantee, in order to exercise your guarantee rights you should report the complaint in writing to the Dealer, where you have bought the floorboard, or if this is impossible directly to the Manufacturer. The report must be made by the absolute deadline of 2 months of the day the fault is revealed. Reports shall be made on a complaint notice, available at the Dealer. If it is impossible to make the report on a complaint notice, it shall be submitted in writing together with a copy of the proof of purchase.

6. Investigating the complaint

6.1. Complaint reports during the guarantee period are investigated only on condition, that the

conditions) in place where the product is stored, installed and used.

3.2. Violation of any of the principles indicated in the Manufacturer's Floor Installation and Care Instructions voids this guarantee.

4. Costs associated with the exchange or re-installation of the floor in the guarantee period

In case when the Manufacturer is obliged or chooses to replace or reinstall the boards under the guarantee, it is under no obligation to cover the costs of the following: disassembly and/or re-installation of a faulty floor, surface renewal, refinishing of exchanged and/or adjacent floor, subject the provision of art. 8, section 2 of the Act of July 27, 2002 on special conditions of consumer sales (Journal of Laws from 2002, No.141, item 1176 as amended). The Manufacturer is under no obligation to repair or replace any of the subfloor materials, adhesives or any other substances or materials used in the process of removal, reinstallation or refinishing.

product is returned or presented along with the proof of purchase.

6.2. To verify if guarantee claims are justified, the floor and the conditions in which it is used may be inspected at the place of installation at a time mutually agreed by the parties. The Manufacturer shall be entitled to demand from the Buyer additional information on the fault, if this is necessary for evaluating if the reported complaint is justified. In the case of oiled floors, the Manufacturer shall be entitled to demand that the Buyer presents copies of the bills for cleaning agents purchased within the last 12 months. Unwarranted refusal to enable the inspection of the floor or the conditions in which it is used, or the unwarranted refusal to present additional information concerning the fault, if it is necessary for evaluating whether the reported complaint is justified, shall result in the complaint claim being rejected.

- 6.3. The Manufacturer shall be obliged to respond to a correctly made and complete complaint report within 14 days of the day the complaint was reported.
- 6.4. When a complaint claim has been accepted:
 - a) if a fundamental fault has been confirmed, which makes normal, correct use of the floor impossible - the Manufacturer shall exchange the faulty product for one without faults;
 - b) if a faulty floorboard has not been installed but put aside due to the discovery of a fault – the Manufacturer shall exchange the board for one without faults free of charge;
 - c) in other cases the Manufacturer shall remove the reported faults free of charge, provided that the fault can be remedied, or he shall lower the price if the fault cannot be remedied or if the remedy would entail excessive cost.

- 6.5. Non-essential repairs (e.g. so-called "filling in the cavities from knots") and renewals performed by the Manufacturer shall not extend the guarantee period.
- 6.6. The Manufacturer decides about the method of handling of complaints. The Manufacturer, by agency of the Dealer from whom the floor has been purchased, or if this is impossible - directly, notifies the Buyer electronically, in writing or by telephone of the method for handling of the complaint.
- **6.7.** All faulty products that have been exchanged under this guarantee, become the property of the Manufacturer.

Dealer's Signature

Distributor's Seal

Date of Purchase

Head Office

Baltic Wood S.A.

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