

## **Flamingo Parket Product and Warranty**

In general the principle applies that the Supplier supplies a semi-manufactured product. Therefore the Supplier guarantees the delivery of goods without defects in material. A professional construction, and the processing of the goods into a finished product, are the responsibility of the Customer's, not the Supplier's. Damage due to faulty construction, storage and installation and such, are therefore for the account and at the risk of the Customer and cannot be claimed from the Supplier.

Parquet floor parts are products of nature. Due to that natural variation in colour and structure and such, cannot be avoided. For that reason minor deviations in quality, colour, finish, measure and weight as considered acceptable in the industry shall be allowed. Variations such as these shall not result in an obligation for the Supplier to see to replacement or compensation, and they do not give the Customer the right to refuse the delivery of or payment for the goods delivered. Variations in colour in one batch shall be allowed provided that they are in accordance with the European standards (C.E.N.).

Advice and information concerning the goods to be supplied, and instructions for the use thereof are given by Supplier to the best of Supplier's knowledge. The Supplier does not accept any liability as to the correctness of his advice, information, and instructions for use, unless in case they were provided in writing. Instructions and recommendations given by the Supplier must be strictly observed by the Customer, without prejudice to the obligation of the Customer to carry out its own tests and checks under the prevailing circumstances. The Customer is obliged to see to it that its staff is educated and trained in such a way that the staff is able to correctly use and process the goods supplied by the Supplier.

The Supplier provides a warranty against defects in material for the duration of two years after delivery. Warranty provisions as provided by the manufacturer respectively the importer shall apply to goods that are covered by a warranty given by a manufacturer and/or importer. Promises made by the manufacturer or importer beyond the scope of the warranty conditions provided by said manufacturer or importer shall not be binding on the Supplier.

The warranty does not apply to defects caused by normal wear and tear, in case of inexpert and/or negligent use, insufficient and/or improper maintenance, incorrect storage, accidents and/or circumstances such as damage caused by fire or water, and if cases have been inexpertly changed or repaired by third parties without the Supplier's approval. The Customer shall give the Supplier the opportunity to verify the quality of the repair within two business days. If the Supplier fails to do so, the repairs are deemed to be carried out with the approval of the Supplier, and the warranty shall apply. In all other cases referred to above complaints shall not be possible, even if said complaints should be submitted within the guarantee period.

If the Customer should be in default due to its failure to observe its obligations to pay and/or other obligations towards the Supplier with respect to the delivery concerned, any right to guarantee will be cancelled.