

Warranty conditions

Warranty of wear resistance for laminate flooring

I. Warranty cover: F&P GmbH Max-Planck-Str. 111, 32107 Bad Salzufen, provides a warranty, over and beyond statutory rights under § 437 of the German Civil Code (replacement, cancellation of contract, reduction of purchase price and compensation) under the following warranty conditions. The aforementioned statutory rights, the use of which is free, are not restricted by this warranty. A warranty is provided to ensure that the decorative layer on the purchased product will not wear away within the warranty period provided the product is used properly for the purpose intended, according to the following warranty conditions. Any spot on which the decorative layer has been removed down to the base material over an area of at least 1 cm² is regarded as having worn away, though signs of wear on the edge area of an individual floor plank are excluded from this warranty. Any load on the flooring that is not the purpose for which the flooring was intended, mechanical damage and failure to comply with the planeo care instructions for the respective flooring exclude any claim under the warranty. The warranty applies exclusively to first choice products and use in private living areas or commercial areas depending on the wear class specified, with the exception of humid rooms, such as bathrooms or saunas. The warranty also applies to use in humid rooms such as bathrooms. Use in wet rooms, such as showers, public washrooms and saunas, is not permitted. Special warranty conditions apply for the USA and Canada. This warranty does not apply in said regions.

II. Warranty period: The warranty period is in accordance with the warranty time stated for each individual product and for the concrete type of use described, after the appropriate date of purchase respectively.

III. Warranty conditions: The flooring must have been fitted in accordance with the installation instructions enclosed in every third product package or that can be found on the internet at www.planeo.com or www.planeo.it in the permitted areas of use named within the instructions. In particular, information in the installation instructions about checking the humidity of sub-surfaces and the installation on underfloor heating must be observed. The floor must also be maintained and cleaned according to the care instructions enclosed with the product.

If these installation or care instructions are missing and/or incomplete, the claimant is obliged to request this information from their specialist retailer or directly from planeo before fitting the flooring. The installation, cleaning and care instructions can be found at www.planeo.com or www.planeo.it.

IV. Reporting a warranty claim: Any complaint must be made in text form to planeo (e.g. as a letter sent via the postal system, a fax, or an e-mail), enclosing a copy of the original invoice from the specialist retailer, which serves as a certificate of warranty. If it is not possible to present the original specialist retailer's invoice, any claim under the warranty is excluded. Once the claim is received by planeo, it must notify the customer within four weeks whether a warranty claim has been acknowledged. If no notification is given within this period, the warranty claim is deemed to have been rejected. During this period, planeo or a third party employed by them must be granted access to the flooring that is the subject of the complaint on site in order to investigate whether the claim is justified.

V. Scope of the warranty: When a warranty claim is acknowledged, planeo will at their discretion repair the faulty plank or alternatively provide replacement material of the same quality, if at all possible from the same range, for the respective room in which the problem has occurred. The provisions in accordance with § 439 (2), (3), (5) and (6) sentence 2 and § 475 (5) of the German Civil Code shall apply to this claim.

VI. Limitation of warranty: The warranty period is not extended by a warranty claim. Claims under the warranty expire six months from the date of planeo's receipt of the customer's written complaint (see IV.), but no earlier than the expiry of the warranty period.

VII. Choice of law: This warranty is subject to German law, to the exclusion of the United Nations Treaty governing contracts for the international sale of goods. However, this does not affect the legal provisions regarding the limitation of the choice of law; in particular and in accordance with Art. 6 (2) of EC Regulation (EC) No. 593/2008 (the "Rome I Regulation"), the beneficiary of the warranty can, irrespective of the choice of law and in accordance with Section 1, invoke the mandatory protection of the law that would apply in the absence of this choice of law.

