



Product warranty

LayRed 55

Terms and Conditions of LayRed® 55 (0.55mm wear-layer) V1.0, September 2019

I. WARRANTY DURATION

IVC, BVBA and its affiliates warrant that the LayRed® product will be free from manufacturing defects in materials and workmanship from the date of purchase for the duration set forth below.

The duration of the warranty is:

LayRed® 55 - in commercial use is limited to "level of use" ISO 10874 classes 31 to 33, the first owner/installation (this warranty is not transferable), limited to 10 years from the date of purchase.

II. WARRANTY REMEDY

Taking the obsolescence of the product into account, compensation will be offered at a flat rate proportional to the time elapsed and will only relate to the initial value of the floorcovering in order to arrive at zero at the end of the warranty period.

III. WARRANTY CONDITIONS

1. Usage must correspond to the definitions according to the level of usage classifications within ISO 10874: LayRed®55 (0.55mm wear-layer).
2. This warranty is only valid on indoor installations of the LayRed® 55 product only.
3. LayRed® 55 must be installed in accordance with the LayRed® 55 installation instructions, using appropriate proprietary accessories, Xtrafloor or IVC accessories and in accordance with the relevant country standard for resilient floorcovering installation. The customer/ installer must be able to provide proof of compliance with the manufacturer's installation & maintenance instructions and the relevant country standard for installation. Instructions are located at the back of the packaging or on/in each individual accessory pack. If the instructions cannot be found, they should be requested from the manufacturer, distributor/retailer or they can be viewed and downloaded at www.moduleo.com, IVC-commercial.com and www.xtrafloor.com. If the installation is not performed by the end-user, at least one copy of these installation and maintenance instructions as well as the warranty conditions must be provided to the end-user by the retailer/installer.
4. LayRed® 55 planks and tiles must be carefully checked for manufacturing fault or defect prior to and during installation. Installation of LayRed® 55 implies acceptance of the product.
5. This warranty is not transferable.
6. The product warranty applies to manufacturing fault or defect in A grade, first quality product, including the locking mechanism, fault or defect in the design print or wear-layer, delamination within the product and premature wear-out (wear-out is defined by the total loss of the wear layer, showing wear on the design print in more than 10% of the installation).



IV. WHAT IS NOT COVERED BY THIS WARRANTY

1. Damage/discolouration caused during transportation that is not reported at the time of delivery.
2. Damage caused during storage, handling or other treatment before installation.
3. Damage due to use of the floor in an outside/external location.
4. Improper installation: material that is not installed in accordance with the LayRed® 55 installation and maintenance instructions, including any and all problems caused by the use of non- recommended underlayment and/or preparation of the subfloor, any installation practice or method outside of those prescribed in the country standard for the installation of resilient floorcoverings, are not warranted. Commercial applications must include an appropriate entrance mat/walk-off zone.
5. Damage caused by the presence of damp in the underlying surface. Also, odour issues or mould growth under the LayRed®55 caused by exposure to wet conditions (the product itself is water resistant, however the joints and locking mechanisms cannot be guaranteed as waterproof).
6. Damage on the LayRed® 55 caused by the exposure to extreme, uncontrolled temperature variations, temperature fluctuations must be within the 60C to 450C range, unless otherwise stated. Non-temperature-controlled areas, e.g. conservatories must be within the 60C to 450C range.
7. Damage on the LayRed® 55 in applications caused by the intensive use of unprotected caster chairs or other excessive rolling loads.
8. Damage on the LayRed® 55 when installed in areas with exposure to direct sunlight through unprotected glass or other direct heat source.
9. Damage on the LayRed® 55 or indentation marks in applications caused by moving appliances or heavy loads without protecting the floor (always protect the floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four-wheel carts etc.).
10. Labour costs to repair or replace material with visible conditions that were apparent before installation. Installation implies acceptance.
11. Improper maintenance that results in the loss of gloss or the build-up of a blurred layer over the surface. This includes damage caused by steam mops or appliances.
12. Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.
13. Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by casters on furniture, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, studs, etc., as well as damage resulting from unprotected furniture legs.
14. Damage caused by appliance or plumbing leaks, or steam mops/appliances.
15. Fading or discolouration due to excessive sunlight.
16. Discolouration caused by the use of latex or rubber-backed floor mats and rugs. Note that some synthetic backed rugs contain latex in the manufacturing process that may discolour your floor and leave permanent stains.
17. Minimal variations in colour, shade or texture between samples or brochure illustrations and the actual floorcovering.
18. Discolouration caused by rubber pads, rubber wheels, rubber tyres, rubber rollers, automotive tyres, etc.
19. Damage caused by remodel or construction-related activities.
20. Any unreasonable expectation, not in line with the specifications as defined in the International Standard ISO 10582 'Heterogeneous Floorcoverings and integrated in the LayRed® 55 Technical Specification Sheet, including permanently open joints on any side of the product below or equal to < 0.2mm (excluding areas in or located near direct sunlight or other direct heat source where permanently open joint measurements may be greater than 0.2mm).
21. IN NO EVENT SHALL IVC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE - INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. By implied warranties we mean warranties that the law presumes to have been given by the seller even though they are not set out in writing.
PLEASE NOTE: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.