

## **Manufacturer's residential warranty (Herstellergarantie) of Windmüller GmbH for wineo 1000, 1200 und 1500 flooring collection!**

Thank you for choosing a wineo®-product from Windmüller. We herewith provide to you a manufacturer's warranty certificate for the product you have purchased. Windmüller GmbH undertakes an independent manufacturer's warranty (Herstellergarantie) in accordance with the following conditions:

### **1. No limitation of the statutory warranty rights**

Our statutory warranty obligations (gesetzliche Gewährleistungspflichten) and the corresponding statutory warranty rights (gesetzliche Gewährleistungsrechte) are not affected by this manufacturer's warranty. However, our statutory warranty obligations and the corresponding warranty rights are not extended by this manufacturer's warranty either. Violations of this manufacturer's warranty do not constitute a defect (Sachmangel) in the sense of statutory warranty rights. The rights stated in this manufacturer's warranty conclusively represent the rights of the person entitled under this manufacturer's warranty (herein also referred to as "warrantee"). Any further claims, in particular compensation for direct or indirect damages, are not covered by this manufacturer's warranty.

### **2. Warrantor**

Warrantor is Windmüller GmbH, Nord-West-Ring 21, 32823 Augustdorf, Germany.

### **3. Warrantee**

Entitled under this manufacturer's warranty is only the end user who has purchased the wineo®-product for private use and only for the first installation provided he/she has asked for his personal guarantee certificate according to our specifications at [www.wineo.de/service/guarantees](http://www.wineo.de/service/guarantees).

### **4. Warranty period**

The warranty period stated in clause 6 of this manufacturer's warranty depends on the respective collection. The warranty period begins with the purchase of the product by the warrantee. The date of purchase stated on the invoice represents the beginning of the warranty period.

### **5. Scope and rights under this manufacturer's warranty**

This manufacturer's warranty covers all 1<sup>st</sup> choice floor coverings of the wineo®-product range as mentioned above. The warrantee's rights vary depending on the respective collection and – with regard to the reimbursement of the purchase price or the replacement of the product – upon the expired warranty period.

The specifications warranted under this manufacturer's warranty with regard to colour fastness to artificial light, product stability, wear resistance and dimensional stability can be found in the following explanations, the following spreadsheet and the warranty documents, which will be sent to the person entitled to the guarantee upon request of her/his personal guarantee certificate (see point 3).

#### **COLOUR FASTNESS TO ARTIFICIAL LIGHT: according to DIN EN ISO 105-B02:2014**

This manufacturer's warranty applies to the resistance of the decorative surface to artificially generated light in accordance with DIN EN ISO 105-B02, which is based on natural sunlight. A sample is exposed to irradiation under controlled conditions together with a set of reference materials. The colour fastness is evaluated on the basis of the change in colour of the sample with the reference materials used. wineo 1000, 1200 and 1500 are, however, not completely light-resistant.

#### **ABRASION: according to DIN EN 660-2 (elastic coverings)**

According to the above standard, the decorative surface is warranted to resist wear through to the base layer. Test procedures are prescribed in these testing procedures. During these test phases, the abrasion of the surface is tested on elastic and hard floor coverings. This is done by using a floor covering test piece on which a pair of friction wheels with a specific contact weight rotates cylindrically.

In the test of an elastic floor covering, the friction wheel pair is covered with leather and is rotated with the addition of fine sand. During these tests it was not possible to detect any chafing down of our floor coverings to the base layer.

Depending on the utility class (=combination of application area and usage intensity), our surfaces achieve the required resistance values.

### PRODUCT STABILITY

The products are constructed in several layers and connected. The durable connection of the individual layers is warranted. This however requires that the products are used according to the intended classification of use and that they are cleaned in accordance with our cleaning and care recommendations.

### DIMENSIONAL STABILITY

Provided the wineo®-product is installed in accordance with our installation guidelines, we warrant a dimensional stability of ≤0,15%. / according to EN ISO 23999.

If the warrantee has a claim against us under this manufacturer's warranty because a specification warranted is not met during the warranty period, we shall, at our choice, grant one of the following alternative rights, whereby - with the exception of the delivery of a design which is similar to the design of the affected wineo®-product - the following rights shall be limited to that part of the wineo®-product for which the warranted specification does not exist:

- 1. repair; or
- 2. delivery of replacement products. The replacement products shall be delivered to the sales outlet where the original products were purchased by the warrantee. When delivering replacement products, we will try to deliver products which are alike to the defective wineo®-product. If this is not possible, for example because the design is no longer available, we can alternatively supply a wineo®-product which is similar, whereby the design-similarity is at our sole discretion. If we supply a wineo®-product which has a similar design instead of the same, we shall be obliged to supply replacement products for the entire affected room; or
- 3. reimbursement of the purchase price paid by the warrantee for the defective wineo®-product depending on the expired warranty period according to the following table:

Product	Warranty time	Warranty extension when using the suitable wineo PU underlay mat	Reimbursement of the purchase price paid by the warrantee for the defective wineo®-product/compensation for the defective wineo®-product depending on the expired warranty period
wineo 1000 to glue and to click multi layer	30 years	5 years	The compensation in the event of a warranty claim is reduced annually by 1/30 based on the value of the floor covering.  e.g.: 0 up to 1 year: 30/30 1 up to 2 years: 29/30 ... ... 28 up to 29 years: 2/30 29 up to 30 years: 1/30
wineo 1200 to glue and to click multi layer	30 years	5 years	The compensation in the event of a warranty claim is reduced annually by 1/30 based on the value of the floor covering.  e.g.: 0 up to 1 year: 30/30 1 up to 2 years: 29/30 ... ... 28 up to 29 years: 2/30 29 up to 30 years: 1/30

wineo 1500 to glue and roll	30 years	5 years	The compensation in the event of a warranty claim is reduced annually by 1/30 based on the value of the floor covering.  e.g.: 0 up to 1 year: 30/30 1 up to 2 years: 29/30 ... ... 28 up to 29 years: 2/30 29 up to 30 years: 1/30
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#### 6. Further warranty conditions; exclusions

The floor covering must be installed in accordance with the enclosed installation instructions. When installing the wineo®-product only original wineo®-accessories may be used. An unsuitable subfloor/surface preparation, an improper installation or improper use as well as a violation of the above instructions will invalidate the manufacturer's warranty.

Once the floor covering has been properly installed in accordance with the manufacturer's instructions, it must be treated in accordance with the cleaning and care recommendations of the manufacturer, whereby only approved cleaning materials may be used. Wear, damage due to improper installation, unsuitable cleaning, care or maintenance, as well as normal traces of use shall not give rise to any claims under this manufacturer's warranty. Installation instructions and cleaning and maintenance recommendations can be requested from us and are available at [www.wineo.de](http://www.wineo.de).

The products must be checked for defects before installation. If defects are detectable and the products have been installed nevertheless, no rights under this manufacturer's warranty can be claimed.

Unauthorized attempts of reworking or the hiring of third parties to do so shall result in the loss of the rights under this warranty.

Granting any rights under this manufacturer's warranty are subject to our right to inspect the concerned products first.

#### 7. Procedure for asserting rights under this manufacturer's warranty

If the warrantee wishes to claim any right under this manufacturer's warranty, the warrantee must write (e-mail is permissible) to the following address enclosing proof of purchase and images, within 30 days of the defect being discovered, or send these information to the following address:

Windmüller GmbH  
Nord-West-Ring 21  
32832 Augustdorf  
Germany  
E-mail: [garantie@windmoeller.de](mailto:garantie@windmoeller.de)

#### 8. No participation in a dispute settlement procedure before a consumer mediation institution

We hereby inform you that we are neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration institution (keine Teilnahme an einem Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle).

### **9. Applicable law**

This manufacturer's warranty is subject to and shall be interpreted in accordance with the laws of Germany excluding the CISG (Convention on Contracts for the International Sale of Goods). If an English word is followed by a German term in brackets, the meaning this German term as it has according to the German law (without recourse to the CISG) shall be decisive to interpret the respective English word throughout the whole manufacturer's warranty.

This choice of law does not affect the application of mandatory provisions of legal provisions applicable at the warrantee's habitual residence at the time of registration under [www.wineo.de/service/guarantee](http://www.wineo.de/service/guarantee) provided this habitual residence is outside of Germany.

Windmüller GmbH

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