

RVF45 WARRANTY

This document details the warranty of RVF 45, a rigid vinyl product.

The warranty is valid for the defective pieces. In case the product is not produced any more or not available similar products shall be proposed or a repayment voucher shall be fixed.

Customers who bought directly from TIMBY are obliged to send a certified mail or a registered letter with return receipt to TIMBY within 8 days from the defect verification. This warranty does not cover damages or modifications of the product coming from normal use or negligence or unskilfulness in laying and cleaning of the products.

The purchase invoice must be enclosed with the description of the supposed defect.

The warranty is valid with the following terms and restrictions:

- 1- SUBJECT OF THE WARRANTY: the warranty is limited to the detachment of the upper vinylic wear layer (usually 0.55 mm) from the core of the floor for more than 10% of the RVF surface. Domestic and commercial wear and tear.**

The upper vinylic wear layer of the floor is guaranteed by TIMBY, with regular use conditions, for 10 years from the purchase date. The 100% vinylic layer above the floor core is called upper layer.

The core is the composite part between the vinylic layer and the IXPE underlay.

The shining gloss reduction and the surface scratches are not considered damages because they are related to the wear and tear. If the finishing has lost its polish it can be improved with special maintenance floor wax.

This warranty is not transferable to third parties but is valid only for the original buyer.

Labour costs for the replacement are charged to the buyer.

TIMBY excludes any application of the above contractual and legal guarantees:

- for damages caused by adhesives, scratches, punching, cuts, pressure of tables and chairs legs, burnings and all possible improper uses of the floor
- for damages caused by rollers, animals, sports equipments such as bats, clubs, football or golf shoes and so on.
- in case the product comes into contact with water after pipes breakings, floods or other events.
- for declassified products or products on sale

- in case the product, that is conceived for floating laying, has been glued.
- for unsuitable use of the floor, that is made for internal use.
- for products that have not been completely paid.
- for evident defects that have not been reported before or during the laying of the products.
- for voluntary deterioration or deterioration caused by wear and tear, negligence, wrong storage, accidental event or act of God.
- In case of laying, use or storage of the products not in accordance with the enclosed TIMBY recommendations, also specified on our price-list, laying instructions, product sheet.
- in case of inadequate maintenance
- in case of difference compared to samples that have not been exposed to UV rays (veneer)
- in case the product has been modified or repaired by you or unauthorized third parties, except for light maintenance repairs.
- in case of wear and tear caused by punching and deterioration of the finishing layer (varnish, oil and so on) linked to the use of the room.

Moreover, the warranties are limited to the replacement of the defective products with the supply of identical or similar products, with the exception of warehouse costs, additional laying costs and all damages and interests.

If the product is not manufactured any more and no similar products are available TIMBY shall give a voucher valid for the purchase of TIMBY products.

The warranty is not applied to accessories such as skirting boards or expansion joints.

The warranty is not applied to manufacturing defects that have to be verified before the laying.

2-PROCEDURE of the warranty

The first purchaser must report to TIMBY the supposed defect by registered letter with return receipt or by certified mail.

TIMBY will reserve its decision to inspect the products.

The warranty cannot be transferred to third parties but is valid only for the original purchaser.

The warranty is related to the number of defective pieces, with the exception of all labour costs for the replacement, charged to the purchaser. Additional costs are also excluded.

If the product is not manufactured any more and no similar products are available TIMBY shall give a voucher valid for the purchase of TIMBY products.

The warranty, if the required conditions are fulfilled, is working in the following way:

** within 2 years from the purchase date TIMBY can replace the defective pieces or give a voucher for 80 % of the product value (VAT excluded) in order to buy TIMBY products

** within 3- 5 years from the purchase date TIMBY can replace the defective pieces or give a voucher of 50 % of the product value (VAT excluded) in order to buy TIMBY products

** within 6-10 years from the purchase date TIMBY can replace the defective pieces or give a voucher of 20 % of the product value (VAT excluded) in order to buy TIMBY products.