

Limited warranty for Bjelin Rigid Core floors (commercial purchaser)

This document specifies the limited warranty provided by Välinge North America Inc. (hereinafter referred to as “Bjelin”) to commercial purchasers (non-consumers) that have purchased Bjelin Rigid Core flooring products in the USA, directly from Bjelin or any of Bjelin’s authorized distributors, after 1 December 2022 for commercial general use and residential use in the USA (the “Limited Warranty”). The Limited Warranty includes a “Free From Defect In Material And Workmanship Limited Warranty,” a “Structural Durability Limited Warranty,” a “Waterproofness Limited Warranty,” and a “Wear Resistance Limited Warranty,” as set forth in greater detail herein.

WARRANTY TIME

The Limited Warranty is limited to a period of eighty (80) years from the date of manufacturing for residential use applications (“Residential Warranty Time”). “Residential use” means use in accordance with Classes 21-23 of ISO 10874:2009/Amd 1:2020.

In the context of “commercial general use,” defined as use in accordance with Class 31-33 of ISO 10874:2009/Amd 1:2020, the Warranty Time is fifteen (15) years from the date of delivery to purchaser. (“Commercial Warranty Time”).

The Limited Warranty extends to the first consumer purchase and the original installation only and expires upon transfer of the ownership of the house or apartment where the product is installed, upon the resale, transfer or relocation (after installation) of the product, or the expiration of the applicable Residential or Commercial Warranty Time.

FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP LIMITED WARRANTY

Bjelin warrants that the Bjelin Rigid Core flooring products in their manufactured condition will comply with the international standards defined in the Bjelin technical data sheets for rigid core flooring available on Bjelin’s website¹.

Bjelin warrants that first-grade Bjelin Rigid Core floors in their manufactured condition are free from defects in material and workmanship in milling, coating, grading, dimension and assembly.

Industry standards allow for a 5 % defect factor. As such, the Limited Warranty is limited to purchases of

which 5 % or more of the total square footage of the rigid core flooring products purchased exhibit any of the manufacturing defects defined herein.

Purchaser must carefully inspect the flooring panels before installation. Flooring panels that have been installed are considered as inspected and accepted by the purchaser and excluded from the warranty set out in this section.

STRUCTURAL DURABILITY LIMITED WARRANTY

Bjelin warrants the durability of the multilayer product structure relating to the pressing and fusing of the single layers with one another. This means that the rigid core floors will not delaminate during the applicable Residential or Commercial Warranty Time.

WATERPROOFNESS LIMITED WARRANTY

Bjelin Rigid Core floor with the 5G® Dry™ installation system has undergone and passed testing according to current applicable industry standards to test the floors’ (in particular the joints’) resistance to moisture over time.

Bjelin warrants that during the applicable Residential or Commercial Warranty Time, topical spills will not cause your Bjelin Rigid Core floor with the 5G Dry installation system to crack or delaminate. Topical spills refers to everyday household spills that do not flow over the edge of the surface (edge of the room, cut boards, etc.) and are removed within 24 hours. The floor will suffer no visual defects due to a topical spill such as discoloration, change in finish

or warping. Flooring that is properly installed with the 5G Dry system will not cause any leakage through to the sub floor due to topical spills. To best ensure the floor’s long-lasting condition however, it is recommended that any spillage is removed as soon as possible.

Bjelin warrants that during the applicable Commercial or Residential Warranty Time, rigid core floors with the 5G Dry installation system will not swell, cup, or crack due to normal cleaning practices consistent with the Care and Maintenance instructions, which are available on Bjelin’s website¹ or obtainable directly from Bjelin². Please see the Care and Maintenance instructions for additional information.

All sources of subfloor moisture should be remedied prior to installation. In case of standing water or flooding, Bjelin Rigid Core flooring with the 5G Dry installation system will not act as a waterproofing barrier for the subfloor and/or any surrounding structure.

WEAR RESISTANCE LIMITED WARRANTY

The Bjelin Rigid Core flooring products’ wear layer and lacquer ensures a durable and wear resistant surface. Bjelin warrants that the wear layer will not wear through or peel off during the applicable Residential or Commercial Warranty Time.

Wear defects are defined as visible wear through the wear layer which covers a surface of at least one (1) square inch. This means that wear defects that cover a surface of less than one (1) square inch are not covered by this warranty.

¹ bjelin.com/en/support/products/rigid-core

² Email: support@bjelin.com or call 1-888-212-3019

WHAT IS NOT COVERED

Bjelin’s floors are carefully inspected by quality control personnel prior to leaving the factory to ensure they meet the warranty. The Limited Warranty is limited to flooring products used in what Bjelin considers normal applications and conditions, i.e., installed indoors in an indoor setting with a relative humidity level between 35 % and 65 % and an indoor temperature between 60-80 °F. Although flooring may tolerate shorter periods of extreme conditions, extended and frequently reoccurring exposure may cause cupping of individual planks and is not covered by the Limited Warranty. Products used in any other manner than commercial or residential use (as defined above) are not covered by this Limited Warranty.

The Limited Warranty is limited to flooring products that have been installed, maintained and cared for strictly in accordance with Bjelin’s Care and Maintenance instructions. Purchaser forfeits its rights under the Limited Warranty if flooring products are not installed, maintained, and cared for in accordance with the installation and Care and Maintenance instructions. If the installation or Care and Maintenance instructions are missing and/or incomplete, purchaser is obligated to request this information from Bjelin directly¹ or obtain it from Bjelin’s website² before installing the flooring.

The following are not considered a damage or defect and not covered by the warranty.

1. Damage caused by third parties, including but not limited to installers, craftsmen, and providers of transportation or delivery services.
2. Changes in color or visual defects due to exposure to light and deformation of individual planks caused by seasonal and/or room climate conditions. All flooring undergoes color changes when exposed to UV-light from the sun.
3. Color variations are not covered. There can be minor color variations between planks in the same package due to different manufacturing settings.
4. Squeaks, creaks, popping, crackling, and other flooring noise are not covered.
5. Flooring planks with any abnormality/flaw that is not measurable or visible under normal ambient lighting and from an upright standing position are not covered.
6. Wear of the surface coating is not covered. The surface coating is a protective layer for the wear layer underneath and is subject to normal wear.
7. The Limited Warranty does not cover any damage or defect resulting from any of the following:
 - a. sanding or use of other abrasive or corrosive materials, including but not limited to solvents, bleach, acetone and mineral spirits;
 - b. vacuum cleaner beater bars;
 - c. excessive moisture, including but not limited to excessive wet mopping, spills and standing water;
 - d. weight on the floor exceeding 500lbs/plank;
 - e. furniture and other heavy pieces (including but not limited to pianos) not equipped with protective furniture pads;
 - f. mechanical damage, including but not limited to reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts;
 - g. vermin or insect infestation;
 - h. unreasonable indoor temperatures (including but not limited to temperatures less than -25° F or more than 130° F);
 - i. floors installed on a radiant heating system causing the floor surface temperature to exceed 85° F;
 - j. accidents, abuse, alterations or misuse;
 - k. altering or moving the building in which the flooring is installed;
 - l. Force majeure events (including but not limited to fire, earthquake, lightning, flood, storms);

- m. discolorations on the flooring from rugs; and
- n. water leakage, flooding, water or moisture trapped under the flooring, growth of mildew or mold, subfloor moisture conditions or moisture intrusion from the concrete slab flooring is installed upon.

HOW TO GET WARRANTY SERVICE

Notice of any claim under the Limited Warranty must be sent in writing by the purchaser to the authorized Bjelin distributor, from which the original purchase was made, no later than: (i) 60 days after the purchaser discovers, or ought to have discovered, the defect; and (ii) within the applicable Warranty Time. In addition to the foregoing, any claim for alleged defects in a product’s manufacturing condition (defined under the section “Free From Defect In Material And Workmanship Limited Warranty”) must be made no later than one (1) year after the purchase of the allegedly defective product.

A notice of claim under the Limited Warranty must include the following items:

1. Valid proof of purchase, in the form of a sales receipt or other documents which establish proof of purchase;
2. Proof that the flooring was installed correctly; and
3. A clear description of the defect and either a photograph or product sample that clearly shows the defect.

Upon request, the purchaser must enable Bjelin, and Bjelin’s authorized distributor, to inspect the affected product where it is installed within reasonable time. Bjelin’s authorized distributor may inspect the product on site and provide its own conclusions for the claim.

If the purchaser fails to provide a claim notice, or to provide the access to the installed product on site, in compliance with the terms and conditions of this Limited Warranty, the purchaser shall forfeit its rights under the Limited Warranty in relation to the claim.

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² bjelin.com/en/support/products/rigid-core

WHAT BJELIN WILL DO SHOULD YOU NEED WARRANTY SERVICE:

When a Limited Warranty claim is accepted, Bjelin will, at its discretion, either: (a) provide a credit for future purchase(s) of Bjelin Rigid Core products amounting to the price of the affected product(s); or (b) repair the product; or (c) provide replacement products of the same general quality. If the applicable product range is no longer produced or stocked, Bjelin reserves the right to replace it with a product from its existing product range at the time the claim is made. Bjelin will supply the replacement material free of charge by delivery to Bjelin’s authorized distributor. Any services or remedies provided by Bjelin under this Limited Warranty do not extend the applicable Commercial or Residential Warranty Time.

LIMITATIONS OF LIABILITY

THE ABOVE STATEMENT OF THE LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY BJELIN FOR ITS BJELIN® RIGID CORE FLOORING PRODUCTS SOLD TO COMMERCIAL PURCHASERS IN THE USA. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, OR EXPRESS OR IMPLIED. BJELIN SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY

IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE FLOORING. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED.

THE REMEDIES AS DESCRIBED IN THE LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH BY BJELIN OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. IN NO EVENT SHALL BJELIN’S LIABILITY, UNDER THIS LIMITED WARRANTY OR OTHERWISE, EXCEED THE AMOUNT OF THE COST OF GOODS ACTUALLY RECEIVED BY BJELIN FROM THE DISTRIBUTION AND SALE OF THE ALLEGEDLY DEFECTIVE FLOORING TO THE PURCHASER SUBMITTING THE CLAIM.

BJELIN SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EMOTIONAL, MULTIPLE, PUNITIVE, OR EXCULPATORY DAMAGES, OR ATTORNEYS’ FEES.

PURCHASER UNDERSTANDS AND AGREES THAT ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SOLELY PURCHASER’S RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR

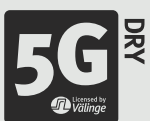
ANY BREACH BY BJELIN OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE.

HOW STATE LAW APPLIES

THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SHOULD YOUR STATE DISALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE SHALL BE CONSTRUED AND ENFORCED TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

THIS WARRANTY IS GOVERNED BY THE LAWS OF SWEDEN AND ANY ACTION OR PROCEEDING ARISING OUT OF THIS LIMITED WARRANTY SHALL BE EXCLUSIVELY TRIED

BY THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE IN ACCORDANCE WITH THEIR RULES FOR EXPEDITED ARBITRATION. THE SEAT OF ARBITRATION SHALL BE NEW YORK, NEW YORK, USA



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