

## GUARANTEE RULES

### GENERAL GUARANTEE TERMS AND CONDITIONS

Guarantee Rules - General Guarantee Terms and Conditions (hereinafter referred to as the GGTC) are an integral part of the agreement concerning the sale of products imported by AMK MAREK KAISER Spółka komandytowa, ul. Główna 2, 64-600 Dąbrówka Leśna, number in the National Court Register: 0001107713 (hereinafter referred to as the Guarantor). The products are SPC (Stone-Plastic Composite) vinyl floor panels (hereinafter referred to as the Product) and are covered by the guarantee in the countries where they are bought by the Buyer.

These GGTC provide for detailed terms and conditions of the Guarantor's guarantee for the Product placed on the market by sales intermediaries (hereinafter referred to as the Seller).

#### § 1 General regulations

1. The guarantee hereunder applies to the quality of SPC (Stone-Plastic Composite) vinyl floor panels imported by the Guarantor and placed on the market by the Seller. These GGTC apply to all Products of the same type, including various sizes and colours, which are included in the guarantee programme. The guarantee applies to the Product bought within the sales network.
2. The Guarantor grants the guarantee for the Product under the terms and conditions set out herein, provided that the Product is used by the Buyer in accordance with its intended purpose and recommendations set out in the installation manual attached hereto.

#### § 2 Duration and value of the guarantee

1. The guarantee is valid for:
  - 1) 25 years: if the Product is used indoors for household purposes;
  - 2) 10 years: if the Product is used indoors for commercial purposes.
2. The guarantee period is counted from the date the Buyer purchases the Product, as confirmed in the sales invoice.
3. The guarantee does not apply to Product defects reported in accordance with § 4 hereof upon the end of the guarantee period.
4. In the event the complaint is accepted, the Product will be replaced on the basis of the guarantee proportionally to the period it has been used since the purchase date.
5. As at the Product defect reporting date, the original value of the guarantee will be reduced based on the following percentage Product depreciation system:
  - ≤ 2 years: 100% of the Product value;
  - ≤ 5 years: 80% of the Product value;
  - ≤ 10 years: 60% of the Product value;
  - ≤ 15 years: 40% of the Product value;
  - ≤ 20 years: 20% of the Product value;

≤ 25 years: 12% of the Product value.

6. In the event based on the guarantee the Product is replaced with a new Product, no new guarantee period will commence and the guarantee period will be counted from the date of the first purchase.

### § 3

#### Scope of the guarantee

1. The guarantee covers physical defects of the Product, including in particular:
  - 1) hidden manufacturing and material defects caused by inherent Product properties if such defects are discovered in the period referred to in § 2.1 hereof;
  - 2) mechanical damages, like cracks, fractures, scratches, dents which are not caused by the Buyer;
  - 3) changes in technical parameters of the Product in comparison with the technical certificate if such changes do not result from normal wear and tear, the use of the Product in accordance with its intended purpose or inadequate installation based on the installation instruction, which is attached hereto.
2. The guarantee does not cover Product defects resulting from:
  - 1) mechanical damages (cracks, contusions) in transit caused by the Buyer or third parties and due to the use of the Product otherwise than in accordance with its intended purpose, e.g. otherwise than for household or commercial purposes;
  - 2) inadequate installation of the Product, i.e. otherwise than in accordance with the floor installation instruction, which is attached hereto;
  - 3) inadequate Product handling, including in particular inadequate storage, installation and maintenance;
  - 4) damages caused by sharp objects or objects with sharp edges, including defects and damages resulting from the placing of heavy furniture, like kitchen furniture, on the Product;
  - 5) random events, including flood, fire, flooding, accidents (including chemical accidents), explosion, minus temperatures, lightning, acts of vandalism;
  - 6) the Product having been installed outdoors, i.e. outside closed and protected rooms, whatever the roofing or cover;
  - 7) negligence, contamination, the lack of mats protecting the Product against sand, wheels of chairs, tables and other furniture, the lack of or inadequate protection of bottom surfaces of furniture, as well as high temperatures (e.g. in saunas), and chemical factors.
3. The guarantee only applies to the Product used indoors.
4. The guarantee does not include the reimbursement of:
  - 1) installation and reinstallation costs incurred by the Buyer (those costs are payable by the Buyer);
  - 2) costs of telephone calls to the Guarantor;
  - 3) costs of arrival at the Guarantor, if they are not connected with the delivery of the Product for guarantee purposes;
  - 4) the utilisation of the Product that is subject to the complaint;
  - 5) the inability to use the rooms or related losses incurred by the Buyer;
  - 6) the cost of lost remuneration;
  - 7) compensation for the inability to use the Product for the period necessary to handle the complaint on the basis of these GGTC;
  - 8) damages resulting from the subjective lack of satisfaction with the Product, discrepancies between

- expectations and the actual appearance of the Product, as well as any extra costs incurred in connection with the purchase or use of the Product;
- 9) the cost of purchase of products marked as “bargain”, “sale goods” or other substandard products whose defects have been known to the Buyer prior to their purchase.
5. The guarantee expires if the Buyer modifies or repairs the Product contrary to these GGTC and the installation instruction attached hereto.

## § 4

### Filing a complaint

1. A guarantee complaint should be filed at first with the Seller from which the Product has been bought.
2. The complaint should be made in writing and sent to the Seller by traditional mail or by e-mail to the Seller’s contact address.
3. If the complaint is not filed in accordance with § 4.1 and § 4.2 hereof, the complaint handling process may be extended or the complaint will not be accepted.
4. The complaint should include:
  - 1) the Buyer’s data;
  - 2) the original or copy of a purchase document (e.g. invoice, bill);
  - 3) the precise description of defects;
  - 4) the date the defect is found;
  - 5) photos of the damage;
  - 6) the Buyer’s requests.
5. Product defects and damages found during the guarantee period should be reported to the Seller immediately, however no later than within 14 days from the date they are found. Thereafter no complaints will be taken into consideration.
6. All questions and doubts concerning the complaint handling process should be addressed at first to the Seller.
7. Prior to delivering the Product to the Seller, the Buyer must contact the Seller to obtain information on how the defective Product should be delivered.
8. The Seller must initially verify whether the complaint received from the Buyer is legitimate and then, if there is the basis for complaint handling, deliver it to the Guarantor.

## § 5

### Terms of guarantee

1. The guarantee only applies to the first buyer and the first installation of the Product. The first buyer is a person specified as the Buyer in the Product purchase invoice. The guarantee is non-transferrable.
2. Having found a Product defect, the Buyer must:
  - 1) immediately prevent the defective Product from further use, otherwise the guarantee will expire;
  - 2) protect the Product to enable the assessment thereof by the Seller and the Guarantor;
  - 3) report the complaint to the Seller in accordance with § 4 hereof.
3. In the event the Buyer and the Guarantor do not agree on the existence or lack of the defect, they may rely on the assessment made by an expert they mutually appoint. The cost of the expert opinion will be payable as agreed by the Guarantor and the Buyer.

4. In the event the Product does not comply with the agreement, the Buyer is entitled, by law, to legal remedies from the Seller and at the Seller's cost. The Guarantee neither limits nor excludes those rights.
5. If as at the repair or replacement date the Product is no longer manufactured or the Product version is not available any more, the Guarantor has the right to replace it with a product with similar properties and non-inferior parameters.
6. The Product handed over to the Seller and the Guarantor based on this guarantee should be complete. If the Product is incomplete, the repair may be extended or impossible. The guarantee only applies to products which may be verified by servicemen and do not have mechanical damages caused by outdoor factors.
7. The Product should be adequately protected in transit, in particular against potential damages. It is recommended that the original packaging or another packaging that guarantees safe transport conditions should be used.
8. If the complaint is not accepted, the Product will be returned to the Buyer.

## § 6

### Complaint handling

1. If the complaint is positively reviewed by the Seller, the Seller sends it to the Guarantor with information specified in § 4.4 hereof.
2. Having received the complaint, the Guarantor must contact the Buyer at the latest within 7 business days from the effective complaint delivery date in order to agree on further complaint handling procedures. Depending on the character of the complaint, the handling procedures may involve the Guarantor's visit at the place specified by the Buyer.
3. The Guarantor will handle the complaint within 14 days from the receipt of the complete complaint documentation, including all necessary information and documents enabling the verification whether the complaint is legitimate.
4. When the complaint is accepted by the Guarantor, the parcels that are subject to the complaint will be replaced with the identical number of non-defective quality Product, subject to § 2.4 to § 2.6 above.

## § 7

### Rules for Product installation and use vs. guarantee liability

1. The Buyer or fitter must obey installation and maintenance instructions provided by the Seller and the Guarantor. The product should be installed by a professional fitter and the installation should be confirmed with a bill issued and signed by the fitter.
2. Prior to and during the installation, panels should be carefully inspected in terms of material defects in the light conditions similar to those in which the panels will be used.
3. The moment the Product is installed, the technical and visual condition of the Product is deemed to have been accepted.
4. No Product with visible defects should be installed.
5. All Products to be installed within the same premises should be ordered at the same time. The Guarantor does not warrant that Products coming from various orders will be compatible because of possible differences in production lots.

6. The surface of the floor must be protected against sand, dust and other fine-grained dirt by the use of a relevant non-rubber doormat at the entrance door.
7. The bottom part of furniture should be covered with a relevant protective material. Chairs, sofas and furniture on wheels should be placed on protective mats or equipped with W-type wheels or special guards in order to avoid dents.
8. The panels should be installed on the dry, even and stable surface, as specified in the installation instruction, like cement floor, concrete floor, screed or levelling compounds.
9. As recommended by the MULTILAYER MODULAR FLOORING ASSOCIATION (MMFA), all surface irregularities exceeding 2 mm at the section of 1 meter or 1 mm at the section of 20 cm must be levelled prior to installation.
10. No defects resulting from failure to comply with the terms and conditions set out in this paragraph will be considered as defects caused by the Product properties. Therefore, they will not be covered with the guarantee stipulated herein.

## § 8

### Miscellaneous

1. The Guarantor does not grant any explicit or implicit guarantees other than the guarantee set out herein.
2. The guarantee supersedes all warranties presented verbally to the Buyer.
3. These Guarantee rules do not exclude, limit or suspend the Buyer's rights stemming from absolutely applicable legal regulations.
4. These Guarantee Rules apply in the territory of the Republic of Poland.
5. All matters not provided for herein are governed by the Civil Code.
6. Based on Art. 13.1 13.2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L. of 2016 No 119, p. 1, as amended) and the Personal Data Protection Act of 10 May 2018 (Journal of Laws No 2019.1781), the Guarantor hereby informs the Buyer that personal data given in the Product complaint and during the replacement of the Product are disclosed voluntarily, but are necessary to review the guarantee complaint. Having given their personal data, the Buyer agrees that the data will be collected and processed by the Guarantor to exercise its rights arising from the guarantee. The Buyer has the right to access their personal data disclosed to the Guarantor, as well as the right to data rectification and erasure.
7. These General Guarantee Terms and Conditions contain the following appendix:
  - Appendix No 1 – Hardcore flooring installation instruction