

## WARRANTY 15 YEARS KÄHRS ZERO SHEET, KÄHRS ZERO & GREEN, KÄHRS ZERO SOUND, KÄHRS INFINITY COMMERCIAL USE

For a period of 15 years, from the date of original purchase as specified on the invoice and applies to Kährs Zero Sheet, Kährs Zero & GREEN, Kährs Zero Sound and Kährs Infinity product types, bought 1 January 2024 or later, Kährs makes the following limited warranty.

**Kährs**, hereafter called Manufacturer.

The warranty only applies to defects inherent to the material delivered and covers wearing through, where the damage exceeds an area of 10x10 mm. Wearing through is defined as loss of floor design due to normal use. The entire wear layer is formed by ionomer reinforced surface treatment and the decor layer.

Manufacturer's sole obligation under the foregoing warranty shall be to repair or replace, at Manufacturer's option, at the place of shipment, without charge, all defective products which are returned for inspection within the applicable warranty period, but only if such inspection confirms that the defects are as specified above, and that the products have not been: (1) installed incorrectly, installed with obvious and visual defects or in non-compliance with the procedures prescribed and instructions issued by the Manufacturer; (2) modified or altered, other than with authorization from the Manufacturer and by its approved procedures; (3) subjected to forces in excess of the maximum forces for which the Manufacturer has specified the product for use; (4) subjected to sharp objects or abrasive surfaces, substances or chemicals; or (5) subjected to abuse, misuse, improper maintenance or improper maintenance solutions, negligence or accident, excessive heat or heating sources. If the product sold cannot be manufactured any longer or is no longer in stock, the Manufacturer reserves the right to supply another similar product.

*This warranty is an improvement on the rights enjoyed by the customer in accordance with current national consumer legislation and without prejudice to statutory implied conditions and warranties.*

### REMEDIES AND LIMITATION OF LIABILITY:

- a) Any claim alleging a breach of this warranty shall be submitted in writing within two (2) calendar months after such breach is, or reasonably should have been, discovered, and shall be accompanied by a sample of the product which allegedly breached the warranty, a copy of the invoice with the distributor or retailer stamp, the manufacturer serial number and one or more photographs and an accurate description of the defect detected. If a complaint is not made in time, Kährs warranty obligation lapses. The Manufacturer shall be entitled to investigate and confirm any claimed warranty breach, prior to agreeing any solution of the alleged claim.
- b) In no event shall the Manufacturer be liable for
  - (i) special, indirect, or consequential damages; or
  - (ii) any damages whatsoever due to loss of use, data, or profits, arising out of or in connection with this contract or the use or performance of the Manufacturer's products, whether in an action for contract or tort (including negligence) or other-wise.

- c) The Manufacturer liability for damage to property shall be limited to repair or replacement of The Manufacturer products, and liability for physical damage directly caused by the sole negligence of The Manufacturer.
- d) No action, whether in contract or tort (including negligence), arising out of or in connection with this contract, may be brought by either party more than eighteen (18) months after the cause of action has accrued, except that an action for non-payment may be brought within eighteen (18) months of the date of the last payment made by the party against whom the action is brought.
- e) The maximum monetary amount for which The Manufacturer shall be liable to any person whatsoever arising out of or in connection with any sale, use or other employment of any The Manufacturer product delivered to BUYER hereunder, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall not exceed the actual amount paid to The Manufacturer for the product(s) delivered hereunder which gave rise to the claim.
- f) Distributor agrees to return any defected Product at Manufacturer's cost, should Manufacturer so request.

### NOTICE REGARDING PROBLEMS NOT DUE TO DEFECTS IN MATERIAL OR WORKMANSHIP

Please take notice that none of the following kinds of problems are problems arising from defects in material or workmanship, and are therefore not covered by this Product Warranty:

- Color deviations from samples and/or printed color illustrations.
- Shading or texture variations in products.
- The exact matching of shade, color or gloss.
- Wear surface abrasion and gloss reduction from use. During the warranty period, it might be necessary to apply a new surface coating periodically, this depends entirely on the intensity of use.
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods.
- Dissatisfaction due to improper installation or installation in combination with the use of inappropriate adhesives. Improper maintenance products or maintenance solutions. (Recommended installation and maintenance instructions are available upon request) An adequate maintenance program must be put in place immediately after installation and this must encompass an adequate dirt barrier at all entrance points where an entrance from the exterior of from heavily soiled areas such as pavement, gravel ground, etc. is possible.
- Labor costs incurred from installing merchandise with obvious and visual defects.
- Use for purposes other than those for which the products are intended.
- Problems caused by
  - (i) substrate defects and/or inadequate substrate preparation including but not limited to moisture, pH, alkali, or hydrostatic pressure in excess of published limits or
  - (ii) direct sunlight, excessively heat from different sources, such as fireplace, heating accumulators, UFH systems, etc. creating distortions, cupping etc.
- Staining from floor mats, line tensioner posts, or other items left

on the surface of the floor for extended periods.

- Damage due to pointed objects, gouges, free water or water leakages, burns, stains, cuts, scratches, scuffs, including damage from high heel shoes, spike shoes, lack of proper floor protectors and furniture rests, staining caused by tracked-in foreign matter, including but not limited to asphalt, resins, driveway sealers, or oil drippings, and discoloration caused by carpet crocking, dyes, sunlight, heat generation, mildew, or plasticizer migration, abnormal wear of edges and surface, due to cupping and distorted boards.
- Labor costs outside of prorated schedule defined in the warranty.
- Possible sales of non-first quality materials sold at special terms.
- Issues caused by improper subfloor quality.
- Issues of discoloration or staining associated with subfloor contamination or markings that bleed through the flooring material.
- Exterior installations – Kährs products are designed for interior applications only.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Issues related to exposure to heavy rolling loads. Damage to flooring products from pallet jack and tow-motor traffic.
- Premature wear or deterioration from spikes and skate blade exposure.
- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.
- Shifting, cracking, or movement of the substrate or foundation related issues.
- Natural disasters, such as, but not limited to, flood, extreme heat, earthquake, etc.

The preceding list is not exhaustive, but is merely illustrative, of the many kinds of problems that are not due to defects in material or workmanship in the products and are not within the coverage of this warranty. Other such problems not described on the list above are also outside the scope of this warranty.

Nothing in this warranty statement, shall be regarded as in any way limiting or excluding any liability Kährs may have to the customer under any relevant statutory regulations concerning product liability in the respective nation. Contact your local Kährs seller or government to be guided.

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