

PRODUCT WARRANTY

LayRed® from Moduleo®

V1.0, April 2021

I. WARRANTY DURATION

IVC Group Limited warrant that the Moduleo LayRed® product will not require repair or replacement due to “wear out” from normal foot traffic from the date of purchase for the duration set forth below.

The duration of the warranty is:

- Moduleo LayRed® - in residential use only “level of use” ISO 10874 class 23, Lifetime warranty limited the first owner/installation (this warranty is not transferable), also limited to a maximum lifetime of 35 years from the date of purchase.
- Moduleo LayRed® - in commercial use is limited to “level of use” ISO 10874 class 32, the first owner/installation (this warranty is not transferable), limited to 7 years from the date of purchase.

II. WARRANTY REMEDY

If in the unlikely event that the floorcovering suffers premature “wear out”, the floorcovering will be repaired or replaced with the same or similar product free of charge, including agreed, “fair and reasonable” repair or replacement costs. The Product Warranty does not affect or replace the buyer’s statutory entitlements covering manufacturing fault or defect.

III. WARRANTY CONDITIONS

1. Usage must correspond to the definitions according to the level of usage classifications within ISO 10874.
2. This warranty is only valid on indoor installations of the Moduleo LayRed® product only.
3. Moduleo LayRed® must be installed in accordance with the Moduleo LayRed® installation instructions, using appropriate, proprietary accessories or Xtrafloor Accessories and installed in accordance with the relevant country standard for resilient floorcovering installation. The buyer must be able to provide proof of compliance with the manufacturer’s installation & maintenance instructions and the relevant country standard for installation. Instructions are located on the back of the packaging or on/in each individual accessory pack. If the instructions cannot be found, they should be requested from the manufacturer, distributor/retailer or they can be viewed and downloaded at www.moduleo.co.uk. If the installation is not performed by the buyer, at least one copy of the installation and maintenance instructions as well as the Product Warranty must be provided to the end-user by the buyer.
4. Moduleo LayRed® planks and tiles must be carefully checked for manufacturing fault or defect prior to and during installation. Installation of Moduleo LayRed® implies acceptance of the product.
5. This warranty is not transferable.
6. The product warranty applies to A grade, first quality product only. Premature “wear-out” is defined by the total loss of the wear layer, showing wear on the design print in more than 10% of the installation.

IV. WARRANTY EXCLUSIONS

1. Damage/discolouration caused to the product during transportation that is not reported at the time of delivery, or damage caused to the product during storage, handling or other treatment before installation.
2. Damage due to use of the floorcovering in an outside/external location.
3. Improper installation: material that is not installed in accordance with the relevant IVC installation and maintenance instructions, including any and all problems caused by the use of non-recommended underlayment, adhesive and/or preparation of the subfloor, any installation practice or method outside of those prescribed in the relevant country standard for the installation of resilient floorcoverings, are not warranted. Commercial applications must include an appropriate entrance mat/walk-off zone.
4. Damage caused by the presence of damp in the underlying surface/subfloor. Also, odour issues or mould growth under the floorcovering or underlay caused by exposure to wet or damp conditions (the product itself is water resistant, however the joints cannot be guaranteed as waterproof).
5. Damage on the floorcovering caused by the exposure to extreme, uncontrolled temperature variations, temperature fluctuations must be within the 6°C to 45°C range, unless otherwise stated. Non-temperature-controlled areas, e.g. direct sunlight through large areas of glass must be within the 6°C to 45°C range. Underfloor Heating Systems (UFH) must not exceed 27°C (surface temperature of the subfloor to the underside of the floorcovering or underlay).
6. Damage to the floorcovering in applications caused by the intensive use of unprotected caster chairs or other excessive rolling loads.
7. Damage to the floorcovering or indentation marks in applications caused by moving appliances or heavy loads without protecting the floor (always protect the floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four-wheel carts etc.).
8. Any labour or associated costs to repair or replace the floorcovering with visible conditions that were apparent before installation. Installation of the floorcovering implies acceptance.
9. Damage to the floorcovering caused by improper maintenance, floorcare or the application of non-recommended sealers or dressings. Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, tar, fertilizers or other similar materials, or improper maintenance that results in the loss of gloss or the build-up of a blurred layer or film over the surface. This includes damage caused by steam mops or steam appliances.
10. Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by casters on furniture, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, studs, etc., as well as damage resulting from unprotected furniture/fixture legs.
11. Damage caused by remodel or construction-related activities, or damage caused by appliance or plumbing leaks, steam mops/steam appliances.
12. Fading or discolouration due to excessive sunlight, or discolouration caused by the use of latex or rubber-backed floor mats and rugs. Note that some synthetic backed mats/rugs contain soft plasticisers that are incorporated in the manufacturing process, these may migrate and discolour your floor, leaving permanent stains. This also includes rubber pads, rubber wheels, rubber tyres, rubber rollers, automotive tyres and the like.
13. Minimal variations in colour, tone, shade or texture between samples or brochure illustrations and the actual floorcovering. Variation caused by the installation of different production batches.
14. Any unreasonable expectation, not in line with the specifications as defined in the International Standard ISO 10582 'Heterogeneous Floorcoverings and integrated in the relevant Moduleo LayRed Technical Specification Sheet. Permanently open joints (gapping): ≤ 0.20 mm (individual values) for tiles or planks with a locking system on the edges in accordance with ISO 10582 (excluding areas in or located near direct sunlight, other direct heat source or uncontrolled temperature variation).
15. IN NO EVENT SHALL IVC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFIT. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE - INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THE WARRANTY, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. By implied warranties we mean warranties that the law presumes to have been given by the seller to the buyer even though they are not set out in writing. PLEASE NOTE: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.