fatrafloor®

SPECIAL TERMS AND CONDITIONS OF COMMERCIAL WARRANTY

FOR USE IN RESIDENTIAL AND COMMERCIAL PREMISES

SCOPE OF WARRANTY

Fatra, a.s., with its registered office at Napajedla, třída Tomáše Bati 1541, Postal Code 763 61, Company ID No.: 27465021, Tax ID No.: CZ27465021, entered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 4598 (hereinafter the "Company" or "Fatra"), provides a limited warranty for the PVC floor and wall coverings and floating floor coverings (hereinafter the "Products") listed below, purchased on or after 1 January 2025, for a period of 10, 15, 25 or 30 years from the date of taxable supply stated on the invoice. This warranty is provided under the conditions specified herein for the following homogeneous and heterogeneous floor coverings manufactured by Fatra, a.s.:

THIS WARRANTY IS PROVIDED UNDER THE CONDITIONS SPECIFIED HEREIN FOR THE FOLLOWING HOMOGENEOUS AND HETEROGENEOUS FLOOR COVERINGS MANUFACTURED BY FATRA, A.S.:

THERMOFIX PRO	25 years
NOVOFLOR EXTRA	25 years
MARILO	15 years
MODUL	15 years
ELEKTROSTATIK, GARIS HSD	30 years
FATRACLICK, RS-click, WELL-click	10 years

WARRANTY COVERAGE

THE WARRANTY PROVIDED BY FATRA FOR ITS PRODUCTS COVERS THE FOLLOWING:

- **VISIBLE DEFECTS** that were reported to Fatra or its distributor, as the seller, prior to installation. These defects include for example appearance deficiencies, structural faults, or permanent stains (excluding pressure marks).
- **MANUFACTURING DEFECTS** that appear and are reported during the warranty period, which cause abnormal changes to the Product.

This warranty reflects Fatra's commitment to the high quality of its Products and the protection of customers' interests.

CONDITIONS FOR WARRANTY CLAIMS

THIS WARRANTY IS VALID ONLY IF THE FOLLOWING CONDITIONS ARE MET:

❶ **Installation and use** of the floor or wall covering must comply with the installation, maintenance, and usage instructions specified in the relevant Fatra Installation Manuals available electronically at **fatrafloor.com**, **"DOWNLOADS SECTION":**

PN 5410/2025 Installation Manual – Vinyl Floor Coverings in Rolls and Tiles
PN 5428/2025 Installation Manual – THERMOFIX PRO
PN 5430/2025 Installation Manual – MARILO
PN 5424/2010 Installation Manual – FATRACLICK
PN 5434/2010 Installation Manual – RS-click
PN 5414/2010 Installation Manual – WELL-click
PN 5427/2024 Installation Manual – MODUL

❷ **Proper maintenance and use:** After installation, an appropriate maintenance programme must be implemented in accordance with Fatra's recommendations, including suitable entrance protection zones (cleaning zones).

❸ **Designated use:** The Products must be used in accordance with the Company's technical documentation.

❹ **Timely notification:** Any defect must be reported in writing to the Company or the seller within 30 days of its discovery.

EACH WARRANTY CLAIM MUST INCLUDE:

❶ Number of the purchase agreement, invoice, or delivery note,
❷ Detailed description of the defect,
❸ Photographs of the nonconforming or defective Product and the claimed area, including the product label,
❹ Product sample for laboratory analysis (if requested by Fatra),
❺ Detailed description of the installation method (residual moisture CM), subfloor composition, name of auxiliary materials used, and documented compliance with the relevant Installation Manual of Fatra, a.s.

CLAIM RESOLUTION

If a proven defect is identified before installation and accepted by the Company, **Fatra will replace the Product free of charge or settle the claim in accordance with its General Terms and Conditions.** If a defect is discovered during installation, all work must cease immediately; otherwise, the warranty becomes void.

The customer must allow Fatra to inspect the claimed Product on-site. The Company reserves the right to take or request samples for laboratory analysis.

In the event of a defect found after installation, Fatra, a.s. will, depending on the nature and extent of the justified and duly submitted claim, provide the customer with **either replacement Products from the current sales range or financial compensation.** The choice of the settlement method shall rest solely with Fatra, a.s.

If a defect is settled by financial compensation, the customer will receive a monetary reimbursement for the value of the claimed Product, calculated on a degressive (declining) percentage basis according to the warranty period elapsed:

Délka záruky	2 years	5 years	10 years	15 years	20 years	25 years	30 years
30 years	100 %	90 %	70 %	50 %	30 %	15 %	10 %
25 years	100 %	90 %	70 %	50 %	30 %	15 %	-
15 years	100 %	70 %	25 %	15 %	-	-	-
10 years	100 %	50 %	15 %	-	-	-	-

The above table indicates the percentage reimbursement based on the Product purchase price paid by the customer. Compensation covers only the Product cost and does not include dismantling, installation, or material-related expenses.

EXCLUSIONS FROM THE COMMERCIAL WARRANTY

This commercial warranty does not cover damage not caused by a manufacturing defect, but resulting from circumstances beyond the manufacturer's control, including but not limited to:

1. Improper storage or handling of the Product.
2. Visible defects that were ignored and the Product was installed regardless of these.
3. Defects resulting from incorrect installation contrary to the current Fatra Installation Manual (e.g. inadequate subfloor preparation).

4. Damage due to an uneven or poorly prepared subfloor.

5. Failure to maintain the recommended environmental conditions or an incorrect installation climate as defined in the Installation Manual of Fatra, a.s.

6. Damage resulting from use in environments for which the product is not intended (e.g. industrial premises).

7. Damage from improper use or excessive stress – e.g. unsuitable chair castors, furniture legs or other parts, rubber products, stiletto heels, etc.

8. Damage due to improper maintenance or using cleaning agents or following cleaning processes not in compliance with the recommendations of Fatra a.s.

9. Discolouration caused by waxed furniture legs or chemical reactions with the floor.

10. Damage caused by stains, burns, cuts, scratches, indentations, or mechanical damage.

11. Variations in colour, gloss, or texture between products and their photographs, samples, or different production batches.

12. Fading or colour change due to sunlight (UV, germicidal radiation).

13. Stains or damage caused by migration of adhesives or other substances.

14. Damage caused by accident or force majeure, e.g. fire, flood, frost, lightning strike, chemical exposure, explosion, demolition, renovation, vandalism, or lack of entrance protection (cleaning zones).

OTHER PROVISIONS

This limited commercial warranty constitutes the sole warranty provided by Fatra, a.s. The Company makes no other express or implied warranties.

This warranty supersedes all prior agreements or arrangements between Fatra, a.s. and the customer concerning the warranty for these Products. No installer, reseller, distributor, or employee of Fatra, a.s. is authorised to modify or extend the terms, exceptions, or limitations of this warranty.

To the extent permitted by applicable law, Fatra, a.s. is not liable for any indirect or consequential damage such as loss of profit, incidental or special damages, or any financial or intangible losses arising out of or in connection with this warranty. This includes cases arising under any legal theory, including warranty, negligence, breach of contract, or strict liability.

These warranty terms supplement the General Terms and Conditions of Fatra, a.s. and apply in matters not expressly governed by them. Your statutory rights remain unaffected. This warranty complements the rights granted under applicable legislation.

If you are a consumer, i.e. a natural person purchasing the product for non-business purposes, you are entitled to free-of-charge remedy from the seller if the Product is not in conformity with the contract. This remedy is guaranteed by law and is not limited by this commercial warranty.

If this commercial warranty is in conflict with local laws, it shall be deemed amended to comply with such laws. However, the remaining provisions of this warranty remain fully valid and effective.

DISCLAIMER AND RECOMMENDED PRACTICES

LIABILITY DISCLAIMER OF FATRA, A.S.

Fatra, a.s. does not intervene in the professional competencies of installation companies or adhesive system manufacturers. Our Products are developed, rigorously tested, and certified in accordance with applicable standards and technical requirements.

GUIDELINES FOR SELECTING COMPLEMENTARY SYSTEMS

The selection of suitable adhesive systems must always be consulted with the technical support of the respective adhesive manufacturer and must comply with the Installation Manual of Fatra, a.s. This step is essential to ensure correct performance and the final quality of the floor.

LIMITATION OF LIABILITY FOR INSTALLATION

Results of improper installation, especially if it fails to meet the required parameters, cannot be considered defects of the floor covering. Fatra, a.s. is not liable for any damage or defects resulting from failure to follow the installation instructions and technological procedures, or from any installation carried out contrary to the Installation Manual of Fatra, a.s.

REQUIREMENTS FOR COMPLIANCE WITH TECHNOLOGICAL PROCEDURES AND LEGISLATION

During installation of our floor coverings, all prescribed technological procedures as well as applicable legal and normative requirements valid in the country of installation must be followed. We strongly emphasise the necessity of ensuring compliance with national legislation, professional standards, and the instructions in the Installation Manual of Fatra, a.s.

Napajedla, 24 October 2025

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