# vinyl planks

## **DreamClick** warranty



Version: 14/12/2021

	Residential areas Commercial areas	
Live	15 years	3 years
Pure, Style	Lifetime (limited to 35 years)	10 years

#### **General conditions**

This limited warranty is granted by BerryAlloc NV, having its registered office at Industrielaan 100, 8930 Menen, subscribed in the register of legal entities of Gent, Belgium (division Kortrijk) under business registration number 0463.120.461

#### What does this limited warranty cover?

This warranty document is valid for DreamClick® vinyl plank & tile floors and accessories from BerryAlloc. The limited warranty can only be invoked if all conditions below are duly and correctly fulfilled. When there is any doubt, you can contact the retailer, distributor, or manufacturer.

- 1. The limited warranty is only applicable to the first installation by the original customer. The limited warranty is not transferrable. The original customer is the customer mentioned on the purchase document as the buyer.
- 2. The limited warranty is applicable to all DreamClick® products to the extent that they are purchased after the edition date of this document.
- 3. The limited warranty is not applicable to defects visible prior to or during the installation. Floorboards and accessories need to be checked for visible defects prior to and during the installation under optimal lighting. When visible defects are present prior to installation, the distributor needs to be informed. Hereafter, such complaints will not be accepted. A claim for visible defects must be submitted before installation. Claims for visible product defects after the installation of the products are hereby explicitly excluded.
- 4. The product should be installed and maintained in accordance with the installation and maintenance instructions from BerryAlloc relevant on the purchase date. The installation manual can be found on the website (www.berryalloc.com). If the installation was performed by a professional company, this company is obliged to refer the end user to the installation guide and the warranty document.
- 5. The limited warranty is only valid and can only be claimed to the extent that the product was installed in areas that correspond with its intended use, and in accordance with the usage classification referred to on the packaging. A description of the different usage classifications can be found on the website of the ERFMI (https://erfmi.com/resilient-products/product-classes/).

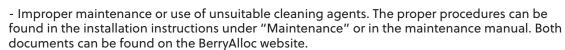
#### **Exclusions and limitations to the limited warranty**

In addition to any warranty limitation enumerated above, the following exclusions, limitations, and terms apply to this limited warranty:

- 1. Failure to follow the instructions in the installation manual before, during, and after the installation.
- 2. Surface wear. Surface wear is defined as worn-out spots larger than one cm<sup>2</sup>. The spots may not be caused by wrongful installation, cleaning, or damage, such as scratches and dents. For the protection of the product, white furniture felt pads, suitable, non-rubber doormats, and soft wheels or protective mats under castor chairs must be used.
- 3. The limited warranty of the product only applies to defaults inherent to the product delivered. Meaning that the limited warranty does not cover damage to the product caused by:
  - Transport, storage, and handling.
  - Installation of any other pattern as described in the installation manual
  - Accidents, product misuse, or product abuse, such as
    - Cracks, blows, and cuts caused by falling, dropping, cutting, or grinding objects
    - Scratches and finish damages caused by sand, grit (i.e. lack of precautions according to chapter "Maintenance" described in the installation instructions of BerryAlloc), or other abrasive materials regardless of whether these are caused by a contractor, service company, or the end user.
  - Wear and tear (aging), i.e. scratches, gloss changing, colour fastness, friction marks and similar marks in the floor surface.
  - Long-during exposure to water (i.e. longer than 24 hours).

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- 4. DreamClick® products may not be installed in saunas, verandas, or outdoors. For other areas, the following recommendations concerning maximum allowable surface need to adhere to:
  - 5-25°C (Heating, Ventilation, & Air Conditioning): 30 x 30 m
  - 5-40°C (normal): 15 x 15 m
  - 5-70°C (extreme): 5 x 5 m
- 5. DreamClick® products are flooring products and can therefore only be installed on horizontal surfaces. The warranty does not cover the usage as wall covering or other non-flooring applications.
- 6. DreamClick® products cannot be used as a shower floor.

#### **Residential warranty**

The residential warranty is applicable to all DreamClick® planks and tiles placed indoors and used for residential purposes according to the defined usage classification.

- 1. The warranty is valid from the moment the planks/tiles are purchased. The date of purchase can be found on the original purchase receipt.
- 2. The maintained policy concerning the reduction of the value over the years can be found in Table 1 of Appendix A.
- 3. The services presented in this warranty document do not prolong the warranty nor do they start a new warranty period.

#### **Commercial warranty**

The commercial warranty is applicable to all DreamClick® planks and tiles placed indoors and used for commercial purposes according to the defined usage classification.

- 1. The warranty is valid from the moment the planks/tiles are purchased, the date of purchase can be found on the original purchase receipt.
- 2. The maintained policy concerning the reduction of the value over the years can be found in Table 1 of Appendix A.
- 3. The services presented in this warranty document do not prolong the warranty nor do they start a new warranty period.
- 4. For specific commercial applications where additional tests and certifications might apply, the commercial warranty is not valid. Any of these specific commercial applications need to be reviewed on a case-by-case basis by our quality department.

We strongly recommend contacting your distributor before starting your commercial project to ensure you choose the right floor and the right accessories.

#### What to do in case of an unlikely defect:

You should contact your dealer as soon as possible after the defect first became apparent. Submit the following documents to BerryAlloc when reporting the claim: a filled-out claim form (can be obtained by mailing aftersales@berryalloc.com, accompanied by a copy of the original purchase receipt, the sticker on the box, and some pictures of the defect. BerryAlloc has the right to inspect the floor and the way it was installed, on site.

If a product issue, covered by the warranty, is acknowledged by BerryAlloc, the manufacturer will offer a replacement of the defective floorboards in the same design (or equivalent when not available).

#### **Liability limitations**

The above statement of warranty is the only warranty provided by BerryAlloc for its DreamClick® floors and accessories. This warranty is exclusive and in lieu of any and all other warranties whether oral or written, or express or implied. BerryAlloc also specifically disclaims any and all implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose. No retailer, installer, dealer, distributor, agent, or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

In no event shall BerryAlloc be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive, or excul-

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patory damages or attorneys fees, even if BerryAlloc or its representatives have been advised of the possibility of such damages before sale.

#### Legal framework

This warranty grants you specific legal rights, which may vary from country to country. Some countries do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress, or punitive damages and in such event, the exclusions and limitations set forth above shall be construed and enforced to the fullest extent possible by the laws of any such state. Accordingly, some of the above limitations may not apply to you.

#### **Appendix A**

Table 1: Reduction of the warranty

	Residential		Commercial	
Residual value	Live	Pure, Style	Live	Pure, Style
100%	Year 1 – 5	Year 1 – 10	Year 1	Year 1 – 2
75%	Year 6 – 10	Year 11 – 15	Year 2	Year 3 – 4
50%	Year 11 – 13	Year 16 – 20	Year 3	Year 5 – 7
25%	Year 14 – 15	Year 21 – 35		Year 8 – 10