SOMMER NEEDLEPUNCH
Needlepunched solutions tailored to your needs

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5 5-YEAR WARRANTY
Textile Tiles CONCORD & EFFEX

Scope

Are guaranteed the textile tiles Concord and EFFEX for an indoor fitting for a general professional use to protect sports floorings.

SOMMER NEEDLEPUNCH offers, for a period of 5 years from the date of purchase as indicated on the invoice, the limited warranty as detailed hereafter. The guarantee hereafter stated covers the products purchased from January 1st, 2011 onwards.

Coverage

SOMMER NEEDLEPUNCH warrants the products against:

- Visible defects reported to SOMMER NEEDLEPUNCH before installation.
- Wear and tear of the product, that is the preservation of at least 90% of the textile surface during the guarantee period.
- The dimensional stability. The horizontal dimensions of the tiles do not vary by more than ± 0.20% of the nominal values, according to the normalised measure method ISO 2551 (EN 986) during the warranty duration. This guarantee does not cover the damages resulting from fitting modifications or tiles handling, from the possible movement of the technical subfloor support, mobile partitions, furniture and cables located directly under, around or on the fitted textile tiles.

Warranty conditions

If the customer believes the Product to be defective, he must immediately notify SOMMER NEEDLEPUNCH. The customer must provide the purchase invoice for the said product when sending his complaint and must authorise an inspection of the product. If necessary, and at its discretion, SOMMER NEEDLEPUNCH reserves the right to remove from the site a quantity of product for lab analyses. If upon inspection, SOMMER NEEDLEPUNCH determines in its sole discretion the product to be defective, SOMMER NEEDLEPUNCH will evaluate the surfaces to be replaced.
The SOMMER NEEDLEPUNCH guarantee will only apply if the following conditions have been met:

- The product, chosen in accordance with the recommended use specified by SOMMER NEEDLEPUNCH and applicable at the time of purchase, is suitable for the destination and local traffic where it is fitted.
- The floor is suitable for the fitting of a thin floor covering – in case of a litigation, the specifications sheet of the CSTB n°50-02, sheet 286, delivery 35 : “préparation des ouvrages en vue de la pose de revêtements de sols minces”/’works preparation for the fitting of thin floor coverings’ will prevail.
- The installation of the product shall be made in accordance with the state of art and with the updated laying instructions applicable to the product.
- The accessories such as double-tapes, adhesive strips shall be set in accordance with the state of art and the updated laying instructions from SOMMER NEEDLEPUNCH.
- The usage is normal, given the destination of the place; the accesses have an adequate dirt barrier at all entrance points to avoid users to bring in external elements: sand, stones, bitumen, etc. the casters and trampling of the furniture are adapted to the floor covering.

The maintenance and cleaning is done regularly and wisely, with products and materials known for their quality and compatible with floor coverings.

Conditions for compensation

If, upon inspection, SOMMER NEEDLEPUNCH determines, at its sole discretion, the product to be defective, and subject to the limitations contained in this guarantee,
SOMMER NEEDLEPUNCH can choose to replace the defective Product at its cost in the concerned room or area, or refund the customer an amount equal to:

$$\frac{A \times B \times (C - D)}{C}$$

Where:
A= the area of defective Product
B= price per square meter paid for the defective Product
C= warranty period (expressed in month)
D= period between the invoice date for the defective Product and the date when the defect was notified (expressed in month)

The compensation is exclusive to all other costs or damages-interests, whatever they are, especially for the fitting or dismantling of installations, partitions, items of furniture, etc…

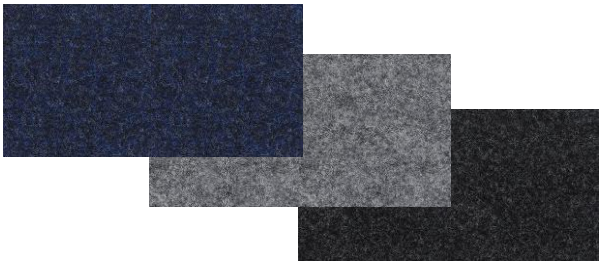
In the event that SOMMER NEEDLEPUNCH cannot replace with an identical product, a SOMMER NEEDLEPUNCH floor covering as close to the original product – in terms of appearance or quality- will be used.

Product repairs or replacement performed under the terms of this warranty shall not result in any extension whatsoever of the warranty.

Excluded from Warranty

The guarantee does not cover the following instances:

- The exact matching of colours or nuances, shading effects coming out on carpets through light or dark areas.
- Deteriorations due to a cause extrinsic to the floor covering, such as: cutting objects, burns, accidents, fire, explosion, flooding, lightning, frost, pollution, carelessness, and vandalism during transport, warehousing, manhandling, before, during or after the laying.
- Outside installations.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultra-violet ray exposure from direct or glass filtered sunlight.
- Damage to the product due to the use of a pallet truck or forklift.
- All damages sustained by the Product as a result of abrasions from external elements: sand, stones, bitumen, building materials, etc.



SOMMER NEEDLEPUNCH - Société par Actions Simplifiée au capital de 3 000 000 €
Siret 452 381 684 00029 RCS Roubaix Tourcoing - Code APE: 1393 Z - N° identification intracommunautaire : FR 22 452 381 684