

# PARADOR

## CERTIFICATE OF GUARANTEE Terms and Conditions of the Parador-Guarantee

### § 1

#### Extent of guarantee

1.

The Parador guarantee does apply irrespective of any guarantee claims by the beneficiary.

2. a)

The Parador-brand products are manufactured and put in circulation under conditions of strict quality control. Any claiming of benefits from this guarantee requires the presentation of this Certificate of Guarantee and the original proof of purchase; another pre-requisite is the proper usage of the products in domestic areas exposed to normal use under Utility Class 21, 22 and 23 and in commercial areas exposed to moderate use under Utility Class 31 (Laminate Classic 1020, 1030, 1030 Akustik) and 32 (Laminate Classic 1040, 1040 Akustik, 1050, Laminate Trendtime 1-5) according to EN 13329, irrespective of any other conditions of the terms of guarantee listed below.

2.

For any product parts with function-impairing damages that are demonstrably due to production errors in the plant, Parador will replace those products free of charge within the guarantee period as per the above § 2 and according to the other conditions of the terms of guarantee.

3.

The guarantee does not cover purely visual impairment, particularly aging- and/ or usage-related impairments such as differences in shade, gaps, open joints and surface variations as well as deformations resulting from climatic changes and regular wear and tear. Furthermore, we are particularly referring to the technical terms and conditions of this guarantee as stated below for example under § 4.

4.

At the discretion of Parador, the guarantee benefit encompasses either a repair of the product manufactured by Parador or supply of an equivalent replacement material from the current Parador product range to replace the damaged sections to the beneficiary via the respective Parador dealer. Should equivalent replacement material be unavailable or not available in the required amount, the guarantee benefit of Parador will be limited to the supply of another, similar replacement material.

5.

Unless stated to the contrary above, all further claims – irrespective of the legal ground – are precluded from the guarantee.

In particular, Parador cannot be held responsible for loss of use, downtime, and loss in value, loss of profit or any other material damage or other consequential or financial losses that have been caused by the defective material to the beneficiary and/or any third person. **Any possible liabilities of Parador based on §§ 1, 4 Produkthaftungsgesetz (German Product Liability Law) as well as those based on §§ 478, 479 BGB (German Civil Code) will remain unaffected.**

6.

**Other potential legal claims or contractual claims the beneficiary might have against third parties are not limited by these guarantee conditions.**

## § 2

### Guarantee period

1.

For private domestic areas the guarantee period is 20 years (for Laminate Classic 1050), 15 years (for Laminate Classic 1040, 1040 Akustik, Laminate Trendtime 1-5), 12 years (for Laminate Classic 1030, 1030 Akustik) and 10 years (for Laminate Classic 1020). For commercially used areas the guarantee period is 10 years (for Laminate Classic 1050), 5 years (for Laminate Classic 1040, 1040 Akustik, Laminate Trendtime 1-5), and 3 years (for Laminate Classic 1030, 1030 Akustik).

The guarantee period starts at the date of purchase.

2.

In order to claim guarantee benefits, an existing guarantee contract is required and the damage must occur within the guarantee period.

3.

The guarantee is automatically void, as soon as a renovation or any other comparable, substance-impairing and/ or –affecting measure is carried out to the product after the installation.

4.

In the event of a guarantee claim, the total guarantee period is not extended, nor does the guarantee start over for replacement or repaired products or parts.

## § 3

### Beneficiary

Beneficiary is the purchaser of the product as stated on the proof of purchase and Certificate of guarantee accompanying the product. This person is entitled to the activated guarantee by Parador at his own choice in consideration of the terms and conditions of the Parador-Guarantee irrespective of any other potentially existing compulsory warranty claims e.g. those against the company that provided installation and/or the

seller of the product. Parador will provide benefits to the beneficiary that has proven its identity and be thus exempted from liability.

## § 4

### Technical requirements and guarantee requisits

1.

Furthermore, a warranty claim against Parador requires for the following prerequisites and/ or other guarantee requirements to be met and complied with.

a)

The beneficiary is bound to obey the design and planning, installation and maintenance regulations provided by Parador as well as the respective, generally accepted architectural and engineering rules upon using the products. All products come with specific installation instructions. If these instructions are missing and/or incomplete, the beneficiary is obliged to request the respective documents from the local dealer or directly from Parador before the beginning the installation.

b)

The sub-structure has to be suitable according to the requirements of the company's installation instructions as well as those of the respective product information and specifications provided by Parador. The sub-structure must also meet the generally accepted engineering and architectural rules.

c)

Product usage has to take place under normal climatic conditions, i.e. any product impairments due to extremely high or very low humidity need to be ruled out.

d)

Refrain from any usage that is adverse to the intended purpose of the products. Parador's care and maintenance instructions are to be obeyed. Cleaning substances that are not permitted or incompatible with the materials must not be used.

2.

Damages that are or have been caused by incorrect installation, assembly, care and/ or maintenance, inappropriate usage, usage of parts or accessories that are not within the system, usage of cleaning substances that are not permitted are not covered within this guarantee and will not be replaced or repaired. The same applies if the products have been used in areas different from those specified in § 1 chapter 1 of these guarantee conditions and/or for cases of force majeure, damages due to unforeseen events (such as fire or water) as well as for damages due to extraneous cause, normal wear and tear or installation defects.

## **§ 5**

### **Conditions precedent to liability**

1.

Any complaints have to be submitted in writing to the respective specialized Parador-dealer or to Parador directly without delay, but at the latest within 14 days after the beneficiary first learnt about the circumstances leading to the complaint. Along with the complaint, please submit both the certificate of guarantee and the original purchase receipt. Note Parador's postal address as follows:

Parador GmbH & Co. KG  
Millenkamp 7-8, 48653 Coesfeld – Deutschland -

2.

Before any repairs or touch-up work is done, Parador is to be granted the right to inspect the damages – either personally or through an adjuster. Please keep any possibly relevant damage-causing and/or damage-related parts and on demand hand those over to Parador for inspection purposes.

3.

In any case, Parador is to be given the chance to have existing damages repaired by Parador itself or – at the complete discretion of Parador – choose a third party for those repairs.

4.

When issuing a complaint, the beneficiary is assuring that at the time of initial utilization of the product, the assembly/ installation had been carried out according to the rules of the trade and was accepted by him without reservations and was thus actually acceptable. If requested by Parador any documents concerning this matter (such as order confirmations, invoices or drawings of installation layouts etc.) are to be submitted to Parador.

5.

Any violations of the aforementioned conditions precedent to liability will preclude any claims against Parador from this guarantee. This is not true for the aforementioned paragraphs 1, 2 and 4 if the violation demonstrably does not have any influence on the determination and/or amount of the guarantee benefit.

## **§ 6**

### **Geographical purview of the guarantee**

The terms and conditions of the Parador-Guarantee are not applicable in the United States of America and Canada. For these markets the relevant country-specific terms and conditions of the Parador-Guarantee do apply.

## **§ 7**

### **Choice of law /Court of jurisdiction**

1.

German law shall be agreed on with the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods).

2.

Court of jurisdiction shall be the Amtsgericht Coesfeld or Landgericht Münster as far as the beneficiary is a dealer, a legal entity of public law or a separate property under public-law.