COMMERCIAL DURABILITY MANUFACTURER'S GUARANTEE

CORK FLOORS

1. COMMERCIAL DURABILITY GUARANTEE

GRANORTE – Revestimentos de Cortiça, Lda. ("GRANORTE") provides this Commercial Durability Guarantee directly as the producer for the DELIVERING NATURE flooring products identified in the table below.
GRANORTE guarantees that, under normal residential or commercial use and subject to the terms and conditions set out in this document:

- the flooring products will be free from manufacturing and structural defects;
- the surface finish of the flooring will not wear through during the applicable Commercial Durability Guarantee Period indicated below.

This Commercial Durability Guarantee is provided in addition to, and does not affect, restrict or replace, any statutory rights and remedies to which the purchaser or consumer may be entitled under applicable law.
The Commercial Durability Guarantee applies for the period indicated below, commencing on the date of purchase shown on the original purchase invoice.

2. PRODUCTS AND GUARANTEE PERIODS

PRODUCT LINE	FINISH	LEVEL OF USE*	RESIDENTIAL WARRANTY	COMMERCIAL WARRANTY
NATURALS	WEARTOP®	23 / 33	15 years	5 years
RECOLOUR	WEARPLUS®	23 / 33	15 years	5 years
VINTAGE	WEARPLUS®	23 / 33	15 years	5 years
VITA CLASSIC	WEARPLUS®	23 / 33	15 years	5 years
VITA DECOR	WEARTOP®	23 / 33	15 years	5 years

** Classification according to EN ISO 10874*

The applicable guarantee period is determined by the product, its declared level of use and the actual application in which the product has been installed.
A product classified for commercial use must not be used in applications exceeding the applicable level of use.

3. WHAT IS COVERED

3.1 Structural defects
GRANORTE guarantees that the products covered by this document are free from manufacturing and structural defects that materially affect their intended function and performance.

3.2 Surface wear-through
The Commercial Durability Guarantee against wear is limited to wear-through of the surface wear layer of the flooring product.
For the purpose of this guarantee, "wear-through" means a complete loss of the surface wear layer in an area that is clearly visible and extends over a minimum of approximately 10% of the installed floor area.
Normal changes in appearance resulting from use do not constitute wear-through. The following are therefore not considered wear-through:

- reduction of gloss;
- micro-scratches, superficial scratches and scuffs;
- localised marks;
- normal changes in colour or appearance resulting from exposure to light or normal use;
- other purely aesthetic changes that do not constitute complete loss of the surface wear layer.

4. VALIDITY OF THE GUARANTEE

This Commercial Durability Guarantee is valid:

- from the date of purchase stated on the original purchase invoice;
- for the original purchaser or consumer, subject to applicable mandatory law;

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- for the applicable product and application identified in Section 2;
- for flooring installed in accordance with GRANORTE's applicable installation instructions;
- where the flooring has been used under normal residential or commercial traffic conditions appropriate to its classification;
- where the flooring has been properly cleaned, maintained and cared for throughout its service life.

The guarantee applies only to approved applications and to interior residential or commercial areas with normal traffic. Unless otherwise expressly approved by GRANORTE in writing, the guarantee does not apply to wet or permanently damp areas, including bathrooms, saunas or similar environments.

5. INSTALLATION, CLEANING AND MAINTENANCE

The validity of this Commercial Durability Guarantee is conditional upon compliance with GRANORTE's applicable installation, cleaning and maintenance instructions.
The product must be installed:

- on a suitable and properly prepared subfloor;
- using appropriate installation materials and methods;
- in accordance with the applicable GRANORTE installation instructions;
- in accordance with all applicable requirements relating to moisture, humidity, temperature, expansion and other installation conditions.

The flooring must be cleaned and maintained using suitable products and procedures and in accordance with GRANORTE's applicable maintenance recommendations.
Failure to comply with the applicable installation, cleaning or maintenance requirements may invalidate the guarantee to the extent that such failure caused or contributed to the claimed defect or damage.

6. EXCLUSIONS

This Commercial Durability Guarantee does not cover defects, damage or failure resulting from causes other than a manufacturing or structural defect or the guaranteed surface wear-through.
The following are expressly excluded, to the extent permitted by applicable law, where they are not caused by a manufacturing defect or otherwise covered by the statutory rights of the consumer:

6.1 Installation and substrate

- damage caused by transportation after delivery to the purchaser;
- defects or damage not related to the manufacturing process;
- expansion or contraction resulting from environmental or installation conditions;
- improper installation or installation not carried out in accordance with GRANORTE's recommendations;
- inadequate, defective or unsuitable subfloors;
- inadequate subfloor preparation or repair;
- missing or deficient subfloor moisture protection;
- inadequate or unsuitable underlayment;
- inadequate product selection for the intended application or traffic class;
- labour associated with material containing obvious and detectable visual defects that were apparent before installation.

6.2 Appearance and aesthetic characteristics
The guarantee does not cover:

- normal differences in colour, shade, gloss or texture;
- variations between samples, photographs, batches or replacement products;
- changes resulting from exposure to sunlight or other normal environmental exposure;
- purely visual imperfections that do not affect the structural integrity or guaranteed wear performance of the product;
- dents, gaps, scratches or other aesthetic impairments that do not constitute a covered manufacturing defect or wear-through.

Natural cork characteristics, including variations in colour, shade, structure and texture inherent to the material, are not considered defects.

6.3 Improper use, maintenance or modification
The guarantee does not cover damage resulting from:

- improper, inadequate or non-recommended cleaning, maintenance or refurbishment;
- the use of unsuitable cleaning, maintenance or refurbishment products;
- unauthorised modification, alteration or repair;
- use outside the declared application or classification;
- excessive traffic or loads beyond the applicable classification;

- chair castor wheels where unsuitable for the installed flooring;
- cracking, warping, indentation, scratching or other damage caused by misuse or unsuitable objects or activities, including but not limited to roller skates, stiletto heels, unsuitable furniture legs, golf shoes or pets;
- failure to use appropriate furniture protection;
- dragging or moving heavy furniture or objects without suitable protection.

6.4 Environmental conditions and external causes
The guarantee does not cover damage or deformation caused by:

- excessive heat or cold;
- excessive moisture or dryness;
- sustained relative humidity above 70% or below 30%;
- moisture penetration, flooding, leaks or hydrostatic pressure;
- mould or mildew;
- chemical substances;
- stains or marks caused by tyres, rubber-backed mats or unsuitable floor protectors;
- scratches, gouges, scuffs, punctures, tears or burns;
- improper storage or handling;
- insect infestation;
- fire;
- flood or water damage, including leaking plumbing, overflowing sinks or similar incidents;
- accidents, abuse or misuse; or
- force majeure or other events outside GRANORTE's reasonable control.

The exclusions in this Section apply only to the extent that the relevant circumstance caused or contributed to the claimed defect or damage.

7. HOW TO MAKE A CLAIM

A claim under this Commercial Durability Guarantee should be submitted as soon as reasonably practicable after the defect becomes apparent.
The claim should be made through the retailer or distributor from whom the flooring was purchased, unless applicable mandatory law provides otherwise or GRANORTE has established a different direct claim procedure.
The claimant must provide reasonable evidence of the purchase, including:

- the original purchase invoice or other valid proof of purchase;
- the product name and, where available, product identification;
- the quantity of flooring concerned;
- the installation address or location;
- a description of the alleged defect;
- photographs or other evidence reasonably required to assess the claim;
- where reasonably necessary, information concerning installation, use, cleaning and maintenance.

GRANORTE reserves the right to inspect the flooring and the installation site, directly or through an authorised representative, before determining whether the claim is covered by this guarantee.
The claimant shall provide reasonable access to the affected flooring for inspection and, where applicable, repair or replacement.

8. IMPLEMENTATION OF THE COMMERCIAL DURABILITY GUARANTEE

Where GRANORTE determines that a claim is covered by this Commercial Durability Guarantee, GRANORTE shall provide the applicable remedy in accordance with this guarantee and applicable mandatory law.

8.1 Remedy Selection
Depending on the nature, severity, and specific circumstances of the covered defect, GRANORTE shall fulfil its obligations under this guarantee by providing one of the following remedies:

- Spot Repair or Localised Refinishing: Where technically feasible and appropriate to restore the guaranteed functional performance, GRANORTE may repair or refinish the affected area.
- Product Replacement: Where repair or refinishing is not technically feasible or would not provide an effective remedy, GRANORTE shall supply replacement flooring material, using a pro-rata coverage schedule according to the table below:

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ELAPSED TIME FROM PURCHASE	REPLACEMENT PRODUCT COVERAGE		REMOVAL & INSTALLATION COSTS
	RESIDENTIAL	COMMERCIAL	
0 – 2 Years *	100%	100%	Included
> 2 – 5 Years	75%	50%	Excluded
> 5 – 10 Years	50%	-	Excluded
> 10 – 15 Years	25%	-	Excluded

** Note: The 0–2 years period corresponds to the mandatory statutory legal guarantee period under applicable EU and national consumer law. Where applicable national law provides a longer mandatory statutory guarantee period, the full statutory remedies shall apply throughout that statutory period.*

8.2 Supply of Replacement Material
Where replacement is appropriate, GRANORTE will, where reasonably possible, provide replacement flooring of the same product line, design, and coloration as the original product. If the original product line or design is no longer available, GRANORTE shall supply a replacement flooring product of equivalent technical characteristics, quality, and value, subject always to applicable mandatory legal requirements.

8.3 Extent of Coverage and Partial Replacement
The Commercial Durability Guarantee applies strictly to the specific boards, tiles, or panels affected by the covered structural defect or surface wear-through. This guarantee does not create an obligation to replace, refinish, or re-install an entire room or total floor installation where only a part of the installation is affected, unless partial replacement is proven technically unfeasible or full replacement is required by mandatory law.

8.4 Statutory Legal Guarantee Alignment
During the initial statutory legal guarantee period provided by applicable national law (minimum 2 years from delivery), all statutory consumer remedies for lack of conformity - including repair, replacement, and associated labour or installation costs - shall be provided completely free of charge in accordance with mandatory legal rights. Where mandatory law provides rights or remedies more favourable to the consumer than those stated in this document, such mandatory provisions shall prevail.

9. LIMITATION OF THE GUARANTEE

This Commercial Durability Guarantee applies only to the specific defects and performance characteristics expressly described in this document.
It does not constitute a guarantee that the flooring will remain free from every possible form of deterioration, cosmetic change or damage throughout the guarantee period.
Normal wear and tear, changes in appearance resulting from normal use, and damage caused by circumstances excluded under Section 6 are not covered.
Nothing in this document shall be interpreted as limiting or excluding any statutory right, remedy or protection that cannot lawfully be excluded or limited.

10. STATUTORY CONSUMER RIGHTS

This Commercial Durability Guarantee is provided in addition to the consumer's statutory rights.
The consumer is entitled by law to statutory remedies from the seller, free of charge, in the event of a lack of conformity of the goods. Those statutory rights are not affected by this Commercial Durability Guarantee.
The existence, duration or terms of this Commercial Durability Guarantee do not reduce, replace or otherwise prejudice any mandatory statutory rights or remedies available to the consumer under applicable national or European Union law.
Where mandatory law provides rights or remedies more favourable to the consumer than those stated in this document, the mandatory legal provisions shall prevail.

11. TRANSFER OF RIGHTS

Where permitted or required by applicable law, the rights arising from this Commercial Durability Guarantee shall follow the product and may be exercised by a subsequent purchaser or owner of the flooring.
Nothing in this section limits any mandatory statutory rights concerning the transfer of consumer rights.

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12. NO EXCLUSION OF MANDATORY LIABILITY

Nothing in this Commercial Durability Guarantee shall exclude or limit GRANORTE's liability where such exclusion or limitation is prohibited by applicable law.
In particular, this guarantee does not exclude liability for mandatory statutory consumer rights, nor does it restrict remedies that cannot legally be excluded or limited.

13. CONSEQUENTIAL OR INDIRECT DAMAGE

To the extent permitted by applicable law, GRANORTE shall not be liable under this Commercial Durability Guarantee for indirect, incidental, special or consequential losses that are not part of the remedy required to repair or replace the defective goods.
This limitation does not apply where such limitation is prohibited by applicable mandatory law.

14. APPLICABLE LAW

This Commercial Durability Guarantee shall be interpreted in accordance with the applicable law.
Where the purchaser or consumer benefits from mandatory consumer protection provisions of the country in which the goods are sold or where the consumer is habitually resident, such mandatory provisions shall prevail over any conflicting provision of this Commercial Durability Guarantee.

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ANNEX I

Harmonised label for the commercial guarantee of durability (EU GARAN label)











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