

FORBO FLOOR COVERINGS PTY LTD (“FORBO”) & INZIDE Commercial Limited warrant to the original purchaser (“Purchaser”) that the Forbo flooring products supplied by Inzide Commercial Ltd. (the “Goods”) **will be free from defects for a period of 15 years from the date of dispatch from Inzide’s control (“Warranty”).**

For the following products listed in this paragraph: Bulletin Board, Onyx+, Onyx Impact, Desktop furniture linoleum and Solidstep, a 5-year warranty applies.

Allura LVT must be installed using a permanent vinyl adhesive. No warranty applies for using a Pressure Sensitive adhesive under Allura LVT.

No term warranty applies to Coral Entry Matting without first understanding the area of use – ie quarry offices, part indoor/outdoors, Mall entry etc.

Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of Forbo. If a replacement product is supplied, the warranty remains based on the original date of dispatch from Inzide’s control.

Investigation of Claims:

All Goods, the subject of a warranty claim, must be returned to Inzide for evaluation before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

- Notify Inzide within 7 days of the alleged defect first coming to the Purchaser’s notice and within the warranty period;
- Provide Inzide all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The original sales receipt is the Purchaser’s best proof of purchase;
- Provide evidence that the Product has been installed correctly and is used in accordance with the Forbo’s instructions supplied with the Goods; and
- Make the Product available for inspection by Inzide (which is at the Purchaser’s cost), so that Inzide may carry out all necessary discovery/testing of the Product.

Conditions of Warranty:

This warranty extends only to:

- Defects arising solely from faulty materials used in the product or a manufacturing fault;
- Goods maintained in accordance with the supplied Forbo Maintenance program;
- Goods installed by a suitably qualified and experienced person;

- Goods sold by Inzide and only where the Goods are used and serviced within New Zealand; and
- Where the defects appear in the Goods within the warranty period.

Exclusions to Warranty:

This Warranty does not cover:

- Unauthorized repairs, alteration, modification or substitution of any parts of the Goods;
- Malfunction of the Goods due to Installation of the Goods not in accordance with the Floor coverings standard NZS 1884- 2013 “Resilient sheet and Tiles - Laying and Maintenance Practices”;
- Goods that have their serial number or model number label removed or defaced;
- Other goods that are not manufactured or supplied by FORBO;
- Adhesives;
 - o Standard warranty covers Forbo manufactured products only and not adhesives manufactured by other parties.
- Goods damaged as a result of:
 - o Fire, flooding and other natural disasters and Acts of Nature;
 - o Negligence, accidents, misuse or abuse;
 - o Structural movement, excessive moisture, vapor or alkali in a concrete subfloor;
 - o Appliances, including vacuum cleaners, furniture and castors;
 - o Cutting sharp objects;
 - o The effect of chemicals, aggressive solvents or the incorrect use of cleaning agents or incorrect cleaning procedures.
- Goods with minor reduction in gloss, scratches or indentation due to, sand, pebbles or other abrasives, spiked heel shoes, pets, insects, construction traffic, water, moisture, or failure to maintain the floor as required;
- Minor colour, shape or texture variations between flooring, samples, printed colour photography or replacement flooring and the actual material;

- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor;
- Commercial installation of residential products unsuitable for commercial traffic;
- Goods used in an outside/external location;
- Delivery, construction or installation-related damage including installations made:
 - o in breach of applicable local housing or building codes or standards; or
 - o contrary to written instructions furnished with the project.
- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes or gutters, flooding, water spills or weather conditions or acts of Nature;
- Goods purchased:
 - o not from Forbo (i.e. purchases from unauthorized retailers and purchases over the internet, from local/international sellers or sites such as Trade Me and Amazon);
 - o not from Inzide;

In addition to the above, this warranty DOES NOT cover the following:

- Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product;
- Accidental damage or damage caused by an extra ordinary event or circumstance beyond your or anyone else's control;
- "Forbo recommends that, for areas requiring SUSTAINABLE SRV of 39 or greater, a particle-based slip-resistant product be used. Forbo will not be liable or responsible for highly variable and varying in situ results post-installation where general-purpose (non-particle-based) flooring has been installed. Slip resistance of Forbo's general purpose vinyl's SRV >39 has been achieved in an accredited 3rd party laboratory forms NO part of the Forbo warranty".

Freight charges both ways associated with any warranty claim are to be paid for by the Purchaser and FORBO accepts no liability for loss or damage to the Goods during transit.

Charges will apply for any non-warranty services performed.

Limitation of Liability:

The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the New Zealand Consumer Law. In this statement, 'Our' means 'INZIDE', 'You' means the 'Purchaser' and 'goods' means 'Goods':

- *Our goods come with guarantees that cannot be excluded under New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.*

Notwithstanding the preceding clause and to the extent permissible by law, the liability of FORBO & INZIDE is limited, in relation to the Goods and at the option of FORBO or INZIDE to:

- Replacing the Goods or the supply of equivalent goods;
- The repair of the Goods;
- The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- The payment of the cost of having the Goods repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and FORBO & INZIDE is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- Any increased costs or expenses;
- Any loss of profit, revenue, business, contracts or anticipated savings;
- Any loss or expense resulting from a claim by a third party; or
- Any special, indirect or consequential loss or damage of any nature whatsoever caused by Forbo or Inzide's failure to comply with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.

The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

This warranty is not applicable outside New Zealand.

Contact Details:

To make a claim under this warranty the purchasing company is to contact Inzide's technical support at:

Inzide Commercial Ltd.
Level 2, 34 Barrys Pt Rd, Takapuna
Auckland 0622
Call: 09-441-9853
E-mail: enquiries@inzide.co.nz



Forbo 15 Year Commercial Warranty Form

Project Name:													
Product ranges (Please tick):	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Marmoleum</td> <td style="width: 33%;"><input type="checkbox"/> Surestep / Safestep</td> <td style="width: 33%;"><input type="checkbox"/> Sphera</td> </tr> <tr> <td><input type="checkbox"/> Eternal</td> <td><input type="checkbox"/> Allura LVT</td> <td><input type="checkbox"/> Allura Flex</td> </tr> <tr> <td><input type="checkbox"/> Flotex</td> <td><input type="checkbox"/> Sarlon</td> <td><input type="checkbox"/> Colorex</td> </tr> <tr> <td><input type="checkbox"/> Tessera</td> <td><input type="checkbox"/> Onyx Impact</td> <td><input type="checkbox"/> Novilux</td> </tr> </table>	<input type="checkbox"/> Marmoleum	<input type="checkbox"/> Surestep / Safestep	<input type="checkbox"/> Sphera	<input type="checkbox"/> Eternal	<input type="checkbox"/> Allura LVT	<input type="checkbox"/> Allura Flex	<input type="checkbox"/> Flotex	<input type="checkbox"/> Sarlon	<input type="checkbox"/> Colorex	<input type="checkbox"/> Tessera	<input type="checkbox"/> Onyx Impact	<input type="checkbox"/> Novilux
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Product description installed:													
Project Address:													
Installation Company													
Installation Date:													
INZIDE Invoice Number Customer:													
Name:													
Date:													
Signature:													

Please complete in full and submit your warranty to INZIDE Commercial Ltd.

E-mail: enquiries@inzide.co.nz

Once you have submitted your warranty with INZIDE, please forward this form over to your client as proof of warranty.

For any technical data-sheets, please visit our website: www.inzide.co.nz