

Guarantee terms

of
Parador GmbH
Millenkamp 7 –8
48653 Coesfeld,
Germany (hereinafter "Parador")

Parador GmbH
Millenkamp 7–8
48653 Coesfeld · Germany

05/2020

Important note: These guarantee terms do not restrict the legal rights of consumers pursuant to the German Civil Code. Such rights are in addition to any rights pursuant to the following guarantee terms.

§ 1 Guarantor, beneficiary of guarantee, no restriction of consumer rights

1. The following guarantee terms set out the terms of application, content and scope of any guarantee declarations made by Parador. They are manufacturer guarantees of durability. Guarantees are made by Parador exclusively on the basis of these terms.
2. The person entitled to claim under a guarantee is solely such purchaser of the guaranteed product who acquires it and then uses it for its intended purpose. Guarantees are granted by Parador pursuant to these terms directly to the relevant party. A guarantee for the non-commercial use of a guaranteed product can only benefit an individual. Parador guarantee rights are not transferable to third parties.
3. The contents of these guarantee terms do not restrict the legal rights of consumers pursuant to the German Civil Code.

§ 2 Products under guarantee and subject of the guarantee

1. Only products which have a label on the product packaging or for which a guarantee declaration relating to the product has been advertised in a manufacturer's advertisement for which Parador is responsible are guaranteed (hereinafter referred to as the "product under guarantee"). Guarantee declarations are only issued for products in the Class A category, not, for example, for products which are identified on the label as Class B or C.
2. The products manufactured by Parador are manufactured and marketed under strict quality controls. As the materials used by Parador are predominantly natural materials such as wood, the possibility of materials-related colour, texture or other deviations within a product category and production batch cannot be ruled out.
 - 2.1 Depending on which product category a product under guarantee belongs to, the following manufacturer's durability guarantees are subject to the Parador guarantee declaration. The guarantee declarations relate exclusively to the usability and durability of the product under guarantee after its first installation and during its first use for the respective guarantee period, taking into account the respective wear class and the specifications according to these guarantee terms.

In principle, Parador guarantees that there are no production or processing faults caused by Parador that demonstrably impair the intended use. Parador also guarantees for the following product categories:

Laminate flooring, resilient flooring (design flooring)

Within the scope of intended use taking the respective labelled wear class into consideration, there is no complete removal of the top decor layer on at least one continuous surface of at least 1 cm² in size that is visible to the naked eye (abrasion resistance). The long and end edge and joint areas of a decorative flooring element are excluded from this.

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Engineered wood flooring

Within the framework of intended use, a permanent bond between the individual engineered wood flooring layers is guaranteed for the respective guarantee period in accordance with the determination of delamination according to prEN 17456.

A first use of the product under guarantee is especially not the case if the product under guarantee has been completely or partially taken up/removed, uninstalled or repaired/replaced under the responsibility of the person entitled to the guarantee or a third party without the prior consent of Parador after its initial installation and use in accordance with the contents of these guarantee terms; as soon as a first use is no longer the case, Parador's guarantee declarations and obligations in this respect expire.

2.2 Excluded from the guarantee declaration and therefore not the subject of a guarantee are, in particular, the following issues:

- › Improper installation, e.g. installation in outdoor areas
- › Stains and discolouration as a result of contact of the product under guarantee with liquids, substances, objects, etc. which stain or cause chemical reactions (e.g. colour from floorcoverings, hair or other colouring agents; animal urine, wastewater / sewage)
- › Consequences of mechanical or other effects that are attributable to use / application beyond the scope of the intended use pursuant to the specified class of usage (e.g. contact with pointed or sharp-edged objects, abrasion from other objects on the product under guarantee)
- › Consequences due to ageing or use, such as changes in colour, joints or surfaces, to the extent these do not affect the guarantee declaration mentioned in Section 2.1 regarding abrasion resistance for engineered wood, laminate and resilient flooring (design flooring) (e.g. pressure points due to point loads, such as furniture feet etc.);
- › Consequences of extreme temperatures (temperatures untypical for the home, see installation instructions) or sudden, abrupt changes in the indoor climate or room/surface temperature (e.g. deformations, textural changes)
- › Deviations in the shading, colour, gloss level or pattern embossing etc. of a product under guarantee from a product photo / product illustration
- › Consequences of full or partial noncompliance with Parador's installation, cleaning or care instructions
- › Consequences of transport or storage damage, to the extent the transport or storage process cannot be attributed to the production process at Parador as defined by the abovementioned guarantee declarations in Section 2.1
- › Consequences of force majeure or other circumstances that do not originate from the sphere of Parador or that were not foreseeable by Parador

- › Damage due to a damp sub-floor surface, also odour nuisance or mould formation under the flooring due to wet or damp conditions.
- › Materials-related noise or odour developments (e.g. creaking noises during installation and subsequent use of products from the engineered wood flooring product category) cannot be excluded and are therefore not covered by the content of Parador's guarantee declarations and guarantee obligations.

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§ 3 Scope of the guarantees and how to claim

1. In the event of a guarantee claim, Parador's guarantee service is provided exclusively to the person entitled to the guarantee. The guarantee service is provided at the discretion of Parador

- › either by repairing the affected part of the product under guarantee
- › or by supplying equivalent replacement material from Parador's current product range to replace the affected part of the product under guarantee affected by a guarantee claim; delivery is free of freight costs up to the kerbstone of the address of the person entitled to the guarantee within the Federal Republic of Germany. If equivalent replacement material is not available or is no longer available in sufficient quantity, the guarantee scope is limited in the case of a replacement delivery to the delivery of another product from the current product range.

The scope of the guarantee owed by Parador in the event of a guarantee claim reduces annually on a straight-line basis by applying the relevant applicable guarantee period set out in § 4) as follows:

For a guarantee period determined by years, the guarantee is reduced by applying the specified guarantee period until the guarantee benefit is 0 % (example: guarantee period 25 years – here the guarantee benefit is reduced by 4 % per year [100% guarantee benefit / 25 years guarantee = 4 % reduction per year]).

In the case of a lifetime guarantee, the guarantee benefit is reduced annually by a fixed value of 4 %, but by a maximum of 80 % to a remaining lifetime minimum guarantee benefit of 20 %.

2. Other than as expressly provided above, Parador does not assume any further liability from or in connection with a guarantee. In particular, the guarantee covers neither necessary dismantling, removal or disposal services nor any related reimbursement of costs or expenses. The guarantee excludes reimbursement of direct or indirect consequential costs etc. arising from or in connection with a guarantee, as well as further claims for compensation. The scope of the guarantee excludes Parador's liability in particular for loss of use, business interruption, depreciation, lost profit or other material damage or other consequential and financial losses, in particular those caused by the person entitled to the guarantee and/or third parties. Any liability on the part of Parador according to the rules of product liability remains unaffected by this.

3. Any legal or contractual rights enforced by the person entitled to the guarantee against third parties are not restricted by these guarantee terms.

4. In order to make a claim against Parador under the guarantee, the following content and technical requirements must be met by the person entitled to the guarantee, without affecting other requirements in accordance with these guarantee terms. If, at Parador's request, compliance with these cannot be proven by the person entitled to the guarantee, Parador is entitled to refuse the guarantee benefits to the person entitled to the guarantee.

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05/2020

Content and technical requirements:

- › The installation, cleaning and care instructions specified by Parador for the product under guarantee, as well as the relevant recognised standards and rules of technology and architecture, were observed and complied with when using / processing the product under guarantee. Installation, cleaning or care instructions are always included with the product. If these are not included with a product package and/or are incomplete, the person entitled to the guarantee must request the installation, cleaning and care instructions in their latest version either from a Parador specialist retailer or directly from Parador before starting to install/process the product under guarantee. The installation, cleaning and care instructions are directly available under the following link:
- › [https:// www.parador.eu/service/catalogues-downloads/guides](https://www.parador.eu/service/catalogues-downloads/guides)
- › The installation / processing as well as any previous storage by the person entitled to the guarantee must be carried out in compliance with the climate conditions, i.e. product impairments, in particular due to too low or too high air humidity, are excluded.
- › Prior to installation / processing, the products under guarantee used were carefully checked for damage, production faults etc. and any damaged or faulty parts of the product under guarantee were not installed / processed.
- › The following additional requirements apply to products under guarantee in the product categories of vinyl flooring made of solid material, vinyl flooring with SPC core board and vinyl flooring for gluing:
 - › No installation in wet rooms (e.g. saunas, pool areas and rooms with built-in drains such as showers) Moisture between the flooring and the sub-floor must be ruled out.
- › The following additional conditions apply to products under guarantee in the product categories Modular ONE, laminate flooring Classic, laminate flooring Trendtime and laminate flooring Edition:
 - › No installation in wet rooms (e.g. saunas, pool areas and rooms with built-in drains such as showers) Moisture on the flooring is removed immediately, at the latest within 4 (for Modular ONE) / 1 (for laminate flooring Classic, Trendtime, Edition) hour(s). Moisture between the flooring and the sub-floor must be ruled out.
- › The following additional requirements apply to products under guarantee in the product categories of vinyl flooring with HDF core board, Eco Balance PUR, laminate flooring Basic, laminate flooring Eco Balance, engineered wood flooring, panels and ClickBoard:
 - › No installation in wet rooms (e.g. saunas, pool areas and rooms with built-in drains such as showers) Moisture on the flooring is removed immediately. A minimum distance of 60 cm to possible splashing water sources is observed, e.g. washbasins. Moisture between the flooring and the sub-floor must be ruled out.

Parador may not refuse a guarantee with reference to noncompliance with specified installation, cleaning and care instructions and, in addition, the relevant recognised standards and rules of technology and architecture, if the person entitled to the guarantee can prove that the guarantee claim arose independently of the noncompliance, i.e. is not a consequence of the noncompliance.

§ 4 Procedure of the claim/obligations of the person entitled to the guarantee

1. Immediately, but at the latest within 14 calendar days of becoming aware of the circumstances that make the occurrence of a guarantee case appear possible, the guarantee claim must be notified in writing to Parador by the person entitled to the guarantee, stating the location of the product under guarantee, the time of installation, a comprehensive description of the guarantee case and attaching the proof of purchase relating to the product under guarantee, using the following contact details:

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email: garantie@parador.de

Decisive for notifying Parador in time is the receipt of the complete notification by Parador.

In addition, the person entitled to the guarantee must declare and assure Parador with their notification that they have read Parador's guarantee terms and followed the installation, cleaning and care instructions and that there are no circumstances that invalidate a guarantee claim. Parador is entitled to check the details provided by the person entitled to the guarantee, e.g. by requesting proof, examining the product under guarantee as well as the installation location etc.

2. At Parador's request, Parador must be given sufficient opportunity to inspect the reported guarantee claim during Parador's normal business hours, e.g. for the purpose of investigating the notified scope itself or by calling in a third party commissioned by Parador, and to carry out sampling at Parador's discretion. The guarantee claim is voided by changes to or work carried out on the products under guarantee after notification of the guarantee claim to Parador, if such changes or work have not been agreed in writing with Parador.

3. If one or more of the obligations listed in Section 1. and 2. above are violated or not complied with by the person entitled to the guarantee, a claim against Parador is excluded from the guarantee.

§ 5 Guarantee period

1. The guarantee declaration issued by Parador is limited in time depending on the product line named below ("guarantee period"), whereby the start and therefore the calculation of the expiry of the guarantee period is based on the time of purchase of the product under guarantee in question by the person entitled to the guarantee:

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| Product line | Guarantee period for private use | Guarantee period for commercial use |
|-------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------|
| Laminate flooring Basic 200/400/600 | 12 years | - |
| Laminate flooring Classic 1050 | Lifelong in relation to the lifetime of the person entitled to the warranty | 5 years |
| Laminate flooring Classic 1070 | Lifelong in relation to the lifetime of the person entitled to the warranty | 10 years |
| Laminate flooring Trendtime 1/3/4/5/6 | Lifelong in relation to the lifetime of the person entitled to the warranty | 5 years |
| Laminate flooring Eco Balance, wear class 31 | 15 years | - |
| Laminate flooring Eco Balance, wear class 32 | 20 years | 5 years |
| Laminate flooring Edition | Lifelong in relation to the lifetime of the person entitled to the warranty | 5 years |
| Vinyl flooring Basic 20 | 5 years | - |
| Vinyl flooring Basic 30/4.3/5.3/2.0 | 10 years | - |
| Vinyl flooring Classic 2030/2050 | Lifelong in relation to the lifetime of the person entitled to the warranty | 10 years |
| Vinyl flooring Trendtime 5.30/5.50 | Lifelong in relation to the lifetime of the person entitled to the warranty | 10 years |
| Modular ONE | Lifelong in relation to the lifetime of the person entitled to the warranty | 10 years |
| Eco Balance PUR | Lifelong in relation to the lifetime of the person entitled to the warranty | 10 years |
| Engineered wood flooring | 10 years | - |
| Engineered wood flooring | 25 years | - |

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05/2020

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|----------------------------------------------------------|----------|---|
| Engineered wood flooring Trendtime 3/4/6/8/9 | 25 years | - |
| Engineered wood flooring | 25 years | - |
| Engineered wood flooring | 25 years | - |
| ClickBoard | 10 years | - |
| Panels Home/Style/ Novara/RapidoClick/ MilanoClick | 10 years | - |

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If a guarantee period in years is stated for a product under guarantee, the guarantee period begins on the date of purchase of the product under guarantee and ends at the end of the relevant guarantee period in years on the day of the last year corresponding to the date of the beginning of the guarantee period.

In the event that a "Lifelong guarantee" is stated for a product under guarantee, the guarantee period begins on the date of purchase of the product under guarantee by the beneficiary and ends in the event of their death.

2. In addition to the further requirements in accordance with these guarantee terms, any claim for a guarantee requires that the guarantee claim has demonstrably occurred within the guarantee period relevant for the respective product under guarantee.

3. The relevant guarantee period shall not be extended, interrupted or suspended by the notification of a guarantee case or the performance of a guarantee service. Parador does not issue a new guarantee declaration for the products under guarantee affected by a guarantee claim by repairing or replacing them, i.e. in particular this does not justify a new guarantee period.

§ 6 Territorial scope of the guarantee

1. These guarantee declarations issued by Parador and these guarantee terms do not apply to the United States of America and Canada.

§ 7 Choice of law/Place of jurisdiction/Data protection

1. Any guarantee claims made by the person entitled to the guarantee and in particular these guarantee terms are governed exclusively by the law of the Federal Republic of Germany, excluding the UN Sales Convention.

2. The place of jurisdiction shall be Coesfeld (Germany) insofar as the person entitled to the guarantee is a merchant, legal entity under public law or special fund under public law.

3. Should individual provisions of these guarantee terms be or become invalid in whole or in part, the validity of the remaining terms or parts of such terms shall remain unaffected. Instead of the invalid or missing terms, the respective legal regulations shall apply.

PARADOR

4. Parador is entitled to store the personal data provided by the person entitled to the guarantee for the purpose of checking and processing the notification of the guarantee case, but at most until the end of the respective guarantee period. In addition, the Parador data protection declaration applies.
<https://www.parador.eu/service/data-protection>

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§ 8 Rights of modification

Parador reserves the right to change, adapt and revise these guarantee terms, as well as the installation, cleaning and care instructions and the data protection declaration. In the event of a guarantee case, it will be handled in accordance with the guarantee terms and installation, cleaning and care instructions in the version valid at the time of purchase of the product under guarantee.