

**DIVINA WARRANTY**

INSTALL YOUR DIVINA FLOOR IN ACCORDANCE WITH THE RECOMMENDED INSTRUCTIONS

**ATTENTION**

This Divina Warranty does not apply to products sold as second quality or second hand • no installer, dealer, agent or employee is authorized to extend or modify the obligations or limitations of this Divina Warranty.

**STRUCTURAL DIVINA LIFETIME WARRANTY**







We warrant to the first end user that your DIVINA floor when sold in new condition and authorized dealers, is free from defects in material or workmanship • in the unlikely event that any portion of your DIVINA floor proves to be defective in material or workmanship, we shall, in our sole discretion and to the final consumer, take the initiative to repair or replace the such portion, WITHOUT ANY COST TO YOU, with the same product or whether a product is not available, we will replace it with another product of equal value and similar in color, design and quality, which will be warranted for an additional period of this DIVINA Warranty • claims for products with structural defects must be submitted immediately after the defect is or could have been detected • Lifetime Structural DIVINA Warranty is limited by the terms and conditions set forth in this same warranty.

**DIVINA LIFETIME WARRANTY FOR INTEGRITY OF JOINTS (floating floors)**

We ensure that the joints will remain secure and Divina floating floor boards will not separate • NOTE: All Divina floating floors are designed to minimize the opening of joints, which can happen in natural-based flooring products with natural climate fluctuations • small joint openings (up to 0.2mm / 0.01 "), without the disengagement of the boards, can occur and is not considered a fault.

**ADDITIONAL DIVINA WEAR WARRANTY**

We assure the consumer that this floor will remain in perfect condition for at least the years from invoice date to the original end user (see table). If, however, any part of the floor will worn within the different periods, we shall, in our sole discretion, take the initiative to repair or replace the part in question free of charge.

		Area and intensity of use according to ISO 10874					
		Home			Commercial		
Structural/Surface Wear Layer							
Product Line	Finishing	21	22	23	31	32	33
Divina Floating/Divina Glue-Down - Series C, D or W	High Resistance Finishing	15 years	15 years	15 years	5 years	NA	NA
Divina Corkoleum	Sanded with varnish on-site	10 years (a)	10 years (a)	10 years (a)	5 years (b)	NA	NA
Divina Floating-Series V	0,50mm	25 years	25 years	25 years	15 years	15 years	15 years

(a) On-site finishing with 1-2 coats of Bona Traffic HD

(b) On-site finishing with 2-3 coats of Bona Traffic HD

(c)

Under this warranty, the term "worn" means a decrease of 100% of the floor covering finish with different DIVINA finishes.

#### **EXCLUSION CLAUSES OF DIVINA WARRANTY**

DIVINA Warranty does not apply, and there is therefore no room for replacement of DIVINA flooring products, in the cases mentioned below:

**1. INADEQUATE OR IMPROPER INSTALLATION.** The installation must be in accordance with the recommendations in the DIVINA installation instructions, including the use of recommended adhesives (when applicable). It is the buyer's responsibility to obtain and comply with the recommendations for installation and maintenance.

**2. IMPROPER BONDING (when applicable).** The improper bonding may result from various conditions such as excess moisture from the lack or insufficient vapor barrier, or a misapplication, and is not covered by DIVINA Warranty.

**3. SUBFLOOR OR INADEQUATE OR IMPROPER UNDERLAYS.** The installation on subfloors or on underlays not recommended or improper conditions are not covered by this DIVINA Warranty, particularly when it is installed on top of gypsum plaster (kind of calcium sulfate), when used on a leaning surface, or on wet concrete floors whose finishing has not been completed, or on a basis of plaster floors that have not dried sufficiently • should follow the recommendations relating to subfloors in order to test the drying of subfloor prior to installation of the DIVINA floor.

**4. IMPROPER PRODUCT SELECTION FOR THE USE CONDITIONS.** DIVINA Warranty does not apply if the product is not to be used under conditions of normal loading and movement in residential or commercial (not industrial) or if the product specification is not recommended by us for right conditions of movement and load (residential or commercial).

**5. IMPROPER OR INADEQUATE MAINTENANCE.** If you use the products recommended by DIVINA for the maintenance and protection of your floor, it will maintain its visual beauty infinite structure • the use of products other than those recommended for the maintenance of the DIVINA flooring may cause permanent damage to the floor and void the DIVINA warranty.

**6. UNAUTHORIZED REPAIRS OR ALTERATIONS.** This DIVINA warranty does not cover any process, operation or treatment that has been made to the product and that is not specifically recommended in writing by us • alterations or repairs made by third parties and not by an authorized representative by the manufacturer could void the DIVINA warranty.

**7. EXTREME ENVIRONMENTAL CONDITIONS.** The floor should be installed in areas with appropriate and healthy ambient conditions (the range of 15 °C to 25 °C (59 ° F to 77 ° F) and relative humidity range of 45% to 65%) • exposure to extreme heat, humidity or too dry, voids the DIVINA warranty • this warranty does not cover the appearance of cracks, deformation, dirt or discoloration.

**8. DAMAGE CAUSED BY SHARP SUPPORTS.** Sharp supports can concentrate 400 Kgs in 1 cm<sup>2</sup> of flooring. Although the DIVINA floor provides the best conditions for resistance to damage by sharp support, we do not accept complaints due to such use.

**9. ACCIDENT, ABUSE, MISUSE OR FORCE MAJEURE.** The use of the floor not complying with our instructions will void the DIVINA warranty • DIVINA Warranty does not cover damage caused by heavy furniture or equipment used without proper protection, or impact damage from violent or marks of sharp objects, cuts, tears, scratches, animal claws, stiletto heels or other damage, lack of maintenance care, by misuse, neglect, burns, water, erosion, stones, sand or other abrasives.

**10. FAULTS DETECTABLE.** Floors with defects that could be easily identified before installation are covered by the warranty DIVINA only if defective products are packaged and not installed.

**11. DIFFERENCES IN COLOR.** Since DIVINA floorings are based on natural products, we cannot guarantee color and shade difference between (1) real samples or photos and the floor (2) from one batch to another (3) or surface damage or discoloration due to exposure to sunlight.

12. DIVINA Warranty applies only to products used in its original installation, covering only the first end user and is not transferable and expire as soon as the product or installation are transferred or resold.

ANY OTHER EXPRESS OR IMPLIED WARRANTY IS MADE. WE DO NOT ASSUME ANY LIABILITY UNDER THIS DIVINA WARRANTY, FOR DAMAGES ARISING FROM THE PURCHASE, USE OR MISUSE OF THIS PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THAT ARE A CONSEQUENCE OF THESE.

WE UNDERSTAND FOR ANY SUCH LOSS, ONUS OR COSTS OF DIFFERENT FROM THOSE THAT ARE RELATED TO THE FLOORING ITSELF AND THAT MAY RESULT FROM A DEFECT IN THE FLOORING INCURRED BY PURCHASER OF A DEFECTIVE DIVINA PRODUCT OR CAUSED TO HIM, OR TO ANY THIRD PARTY.

DIVINA WARRANTY GIVES YOU SPECIFIC RIGHTS, BUT DOES NOT AFFECT ANY LEGAL RIGHTS OF THE END-USER, AND MAY STILL EXIST OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY.

SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENCE OF THESE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **IF YOU HAVE A PROBLEM**

If you find it necessary to submit a claim under this DIVINA Warranty, please proceed as follows:

1. Inform about the name of the contractor, agent, distributor or retailer who sold you the floor by the presentation of your written complaint, accompanied by proof of purchase date, type and category of defective products and indicating the amount of affected floor • these elements can help detect if the cause of the problem is related to the manufacture, installation or maintenance • document your exposure and keep it on file until your problem is resolved.

2. If you are not satisfied with the information from their supplier, the defect must be inspected and verified by an authorized representative • if the defect is confirmed, we shall, by our decision and under this DIVINA Warranty (a) take the initiative to repair or replace the defective flooring, or (b) refund the purchase price that was paid if the replacement or repair is not commercially feasible or cannot be done in time • if the replacement is made under this DIVINA Warranty we will provide the same product and standard DIVINA floor whenever and wherever possible • the policy of continuous development and improvement naturally leads to the increase, replacement and modification of patterns and products without notice, that some products and patterns cannot always be available • in this case, we reserve the right to provide a similar material, to replace defective floor.

3. If the retailer cannot satisfy the complaint, please contact in writing to the address of DIVINA, send your letter to the Customer Service Department ([technical.support@sedacor.com](mailto:technical.support@sedacor.com)) • we will also need a copy of your invoice with date of purchase for claim under the warranty • claims must be submitted within the period of validity of the warranty.

IT IS OF OUR EXCLUSIVE COMPETENCE OF THE CHOICE OF PRODUCTS FOR REPLACEMENT. WE RESERVE THE RIGHT TO APPOINT A REPRESENTATIVE TO INSPECT THE FLOOR AND REMOVAL OF SAMPLES FOR TECHNICAL ANALYSIS.

IF WE DISAGREE WITH THE CLAIM PRESENTED, WE RESERVE THE RIGHT TO SUBMIT THE MATTER TO ARBITRATION BY A THIRD PARTY DULY QUALIFIED WHICH HAS NO PARTICULAR INTEREST IN THIS MATTER.