



# Touchstone® Flooring Product Limited Warranty

**PLEASE READ THIS PRODUCT WARRANTY CAREFULLY BEFORE YOU INSTALL THE PRODUCT. IN PARTICULAR, PLEASE NOTE THAT YOU MUST COMPLY WITH CERTAIN INSTRUCTIONS RELATING TO ITS INSTALLATION AND MAINTENANCE TO BE ABLE TO CLAIM UNDER THIS PRODUCT WARRANTY. YOUR ATTENTION IS ALSO PARTICULARLY DRAWN TO PARAGRAPHS 7 TO 12 RELATING TO OUR LIABILITY UNDER THIS WARRANTY.**

## Introduction

1. We, Composite Prime® Limited, provide this Product Warranty. We are a limited company registered in England and Wales with number 09870490 and our registered office is at 10-12 The Grove, Ilkley, LS29 9EG, United Kingdom.
2. This Product Warranty is provided to the person who purchases Touchstone Flooring (the " **Product** ") from one of our authorised distributors, stockists or agents, for installation in their residential home located in the UK (" **you** "). It is not transferable to any subsequent owner of your home.

## Registering your Product - IMPORTANT

3. You must register your Product with us within 45 days of purchase date, otherwise you will not be able to claim through this Product Warranty in the future. You can register your Product through our website <https://www.composite-prime.com/> by completing and submitting the product warranty registration form, answering some questions, and uploading some photos of your installed Product. If you do not do this within 45 days of buying your Product, you will not have the benefit of this Product Warranty in the future.

## What we promise about the Product

4. We warrant to you that the Product shall be free from material defects in workmanship and materials, and shall not crack, and bend and any obvious colour fade.

## Conditions

5.
  - The product has been installed according to Composite Prime's installation instructions, using the correct materials.
  - The underfloor has been constructed in accordance with the relevant building standards, current at the time of installation.
  - Floor has been maintained in accordance with Composite Prime's instructions.
  - Protection (e.g. felt pads or castor cups) has been fixed to the feet of furniture to prevent damage.
  - The minimum recommended expansion gap must have been allowed around all fixed items including walls and pipework.
  - Under no circumstances should underlayment be permanently bonded to the subfloor
  - The product has been installed in circumstances beyond normal use, or in an application not recommended by Composite Primes guidelines and local building codes;

## Warranty Period

6. This Product Warranty to the original consumer purchaser ("**Purchaser**") shall be valid for:
  - 25 years for residential application from the date of original consumer purchase, under normal use and service conditions.
  - 15 years for commercial application from the date of original consumer purchase, under normal use and service conditions.

## What we will do if you have a claim under this warranty

7. If a defect occurs within the warranty period, purchaser shall notify Composite Prime in writing using Composite primes complaints form, upon confirmation by an authorized Composite Prime representative of the defect, Composite Prime's sole responsibility shall be to replace a proportion of the product.
8. We will not be responsible for any costs or expenses incurred with respect to the removal of any or all of the defective Product or the installation of the replacement product and materials, including but not limited to the cost of labour, haulage and freight.
9. Paragraph 7 sets out our entire liability for failure of the Product to meet this warranty. You shall only be entitled to a replacement of the whole or part of the Product, not a refund.
10. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:
  - losses that: – were not foreseeable to you and us when you bought the Product; or – that were not caused by any breach on our part;
  - business losses; and losses to non-consumers.
11. In no circumstances shall our liability under this Product Warranty exceed the replacement value of the defective part of the product.

## Exclusions

12. You are not entitled to claim under this Product Warranty if any one or more of the following apply:
  - You do not register your Product with us within 45 days of buying it, as explained in paragraph 4.

(continues on reverse)



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- You do not comply with the instructions and/or guidelines which are supplied with the Product or are available on our website ( [www.composite-prime.com](http://www.composite-prime.com) ) or any other instructions or guidance provided to you by us, the manufacturer, a reseller or the outlet from which you purchased the Product. This includes, but is not limited to, improper gapping; movement, distortion, collapse or setting of the ground or the supporting structure on which Product is installed;
- Your use of the Product is considered by us (acting reasonably) to be beyond normal use and/or service conditions.
- The product has suffered damage because of poor maintenance as well as any reduction in surface gloss and texture due to normal wear and tear.
- The product has had defects caused by improper underfloor preparation.
- The product has suffered damage by excessive heat, stains, cuts, scratches/scuffs, and/or other misuse.
- The product has suffered damage by localized 'hot-spots/thermal blocks' when underfloor heating has been installed, such as damage caused by rubber-backed rugs or other items which do not allow heat to circulate freely.
- The product has undergone alterations, modifications or repair or otherwise treated in a manner not intended by us, including but not limited to miter & bevel cuts and routing.
- The product has suffered damage by indentation and abrasion: ie spiked heels, furniture bottoms and other objects.
- The product has damage and/or fading caused by external factors, including but not limited to: exposure to the sun, mats, excessive temperature, water (including water leakage and underfloor water) heat and hydrostatic pressure.
- The product has damage to the click mechanism or associated damage.
- You have wilfully neglected the Product.
- The Product has been damaged by animals including but not limited to pets, wildlife and vermin.
- Your use of the Product is not recommended by us or UK building codes and practices.
- The Product has suffered damage caused by an Act of God (such as flooding, hurricanes or earthquakes) or war.
- You have not paid for the Product in full.
- The Product has been installed outside of the UK.

## **Making a claim**

13. If you have a claim under this Product Warranty your report must be submitted to the company/retailer the product was purchased in writing and include a minimum of two photos showing the extent of the problem within 30 days of the date that you discover the fault with the Product, and in any event no later than the end of the Warranty Period referred to in paragraph 6 above.
14. You will be required to complete a form and your claim must include the following:
  - original proof of purchase of the Product
  - detailed statement explaining the defect
  - date of installation
  - address of installation
  - company name and address of installers of the Product
  - photographs of defect
  - photographs of the installation
  - photographs of the failed Product in situ
15. We may request further information from you and/or ask to visit your home to view the Product and assess it further. After reviewing all information, we will tell you whether the fault falls within the scope of this Product Warranty. If it does, we will make arrangements with you to provide the relevant whole or part replacement.

## **Governing law and jurisdiction**

16. This Guarantee is governed by and interpreted in accordance with the laws of England and Wales. The relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Product Warranty.

## **Your legal rights**

17. You have legal rights in relation to the Product (such as under the Consumer Rights Act 2015) which are also known as 'statutory rights', and these are not affected by this Product Warranty.