

MDF Mouldings Warranty

1. PURPOSE AND SCOPE

Faus International Flooring, S.L. (hereinafter referred to as “FAUS”) warrants the MDF mouldings manufactured and marketed under its brand, subject to the terms and conditions set out in this document.

This warranty applies exclusively to products installed indoors and used for the purposes intended by the manufacturer.

2. STATUTORY GUARANTEE OF CONFORMITY

This commercial warranty is without prejudice to the consumer’s rights under the applicable legislation governing the statutory guarantee of conformity.

During the first three (3) years following delivery of the product, FAUS shall comply with the applicable consumer protection legislation, and the limitations specific to the extended commercial warranty shall not apply.

3. FAUS COMMERCIAL WARRANTY

Upon expiry of the statutory guarantee period, FAUS provides an additional two (2)-year commercial warranty for MDF mouldings. This warranty covers manufacturing defects in the product, provided that it has been installed, used and maintained in accordance with the manufacturer’s instructions.

4. WARRANTED PERFORMANCE

During the applicable warranty period, the manufacturer warrants that, under normal conditions of installation, use and maintenance, the product:

- Is free from manufacturing defects.
- Maintains proper adhesion of the decorative finish.
- Retains its performance when installed and used in accordance with the manufacturer’s instructions.

5. GENERAL CONDITIONS OF APPLICATION

The validity of this warranty is subject to the following conditions:

- Installation in accordance with the manufacturer’s instructions.
- Inspection of the material prior to installation to identify any visible defects.
- Use consistent with the product’s intended purpose.
- Proper maintenance and cleaning.
- Indoor use only.

6. GENERAL EXCLUSIONS

The following are excluded from the warranty:

- Defects that were visible prior to installation.
- Incorrect installation or use.
- Impact damage, scratches, moisture, flooding or external factors.
- Tampering with, repair or modification of the product.
- Normal wear and tear, ageing and colour variations inherent in the material.

7. SCOPE OF THE COMMERCIAL WARRANTY

During the extended commercial warranty period (after expiry of the statutory guarantee period), cover is limited exclusively to the supply of replacement material for the defective material. It does not include any costs arising from removal, dismantling, reinstallation, labour, travel, ancillary materials or any other associated expenses.

8. DEPRECIATION (COMMERCIAL WARRANTY)

During the extended commercial warranty period, the value of any replacement material shall be subject to straight-line depreciation calculated from the date on which the statutory guarantee period expires.

The applicable depreciation shall be proportionate to the duration of the commercial warranty.

No depreciation shall apply during the statutory guarantee of conformity period.

Under no circumstances shall compensation under the commercial warranty exceed the original value of the material supplied.

9. CLAIMS PROCEDURE

Under the extended commercial warranty, a claim must be reported within a maximum of thirty (30) days after the defect is discovered and, in all cases, within the applicable warranty period.

The claim must be submitted through the retailer from which the product was purchased.

To enable the claim to be processed correctly, the following must be provided:

- Proof of purchase (receipt or invoice).
- A detailed description of the defect.
- Photographs of the defect and the installation, where required.
- Information about the installation and use of the product.

FAUS reserves the right to inspect the product and the installation, either in person or by any other means that enable the claim to be properly assessed.

10. REMEDY IN THE EVENT OF A DEFECT

FAUS's liability is limited to supplying a product of the same design and specifications or, if such a product is unavailable, another product of equivalent value, calculated in accordance with the depreciation set out in Section 8. During the statutory guarantee period, the remedy shall be determined in accordance with the applicable legislation.

11. GEOGRAPHICAL SCOPE

This commercial warranty applies to installed FAUS products, provided that they have been marketed through one of its authorised customers.

12. LIABILITY

To the extent permitted by applicable law, FAUS shall not be liable for any indirect or consequential loss or damage.

13. GOVERNING LAW

This warranty is governed by Spanish law, without prejudice to any rights granted under the consumer protection legislation of the country in which the product is installed.