

The Dalsouple[®] 10-year warranty

Legal warranties:

- Dalsouple[®] guarantees its products in compliance with the provisions of Articles 1641 and 1386-1 and 5 of the French Civil Code. Once the sale is made with a professional, Dalsouple[®] excludes all liability on its part (or all hidden defects if the seller is a professional in the same specialty or specialised in the sale and/or installation of products of the same type as those sold by Dalsouple[®] - Section 1641 - or exclude all liability for damages to business property - Article 1386-1 s.).

Contractual warranty:

- Dalsouple[®] extends a 10-year warranty on its Uni, Marbré, Terrazzo, Micro-reliefs, Reliefs, Nosing, Baseboard, and Built-in step ranges; 2 years for Dallastic and the Roll form collection products.

- Contractual warranty application conditions

The burden of proof of the defect rests on the customer/claimant. All incriminated products must be stored in original conditions with their packaging, inspection reports and other follow-up documents.

The customer agrees to give Dalsouple[®] a free hand to conduct a thorough analysis of the product on site or in its own laboratory and agrees not to conduct any intervention whatsoever on the product or its environment that is likely to prevent or limit this analysis. The products shall be stored in their delivery condition and adequately protected against any physical damage that would prevent analysis by Dalsouple[®].

This warranty applies if and only if the Dalsouple[®] instructions and recommendations have been followed with regard to the storage of products, preparation of substrates, the choice of adhesive, the installation of floor covering, stair nosing and baseboards, and their maintenance.

This warranty applies if and only if the products ordered are installed for used in accordance with Dalsouple's[®] recommendations for the product concerned.

Slight variations in colour are inherent in the products. Colour variations are excluded from all warranties and shall not entitle claims for a price reduction or compensation for such variations.

This warranty does not cover the normal wear and tear of the tiles/strips, damage caused by abnormal or abusive usage, scratches and deliberate damage of any kind whatsoever, especially those caused by the user either deliberately, by negligence or clumsiness, fire, inclement weather or other damage caused by force majeure. This warranty covers, excluding installation and removal costs and associated indirect costs, the replacement of Dalsouple[®] products by their closest equivalent in terms of quality, colour and size in the range of existing Dalsouple[®] tiles on the day of the claim. The transportation costs for Dalsouple[®] products shall be borne by Dalsouple[®].

In the event the identified defect can be simply and rapidly corrected, the intervention by an external company may be authorised under the control and with the agreement of Dalsouple[®] with regard to the intervening party and type of intervention performed.

The Dalsouple[®] warranty covers, excluding installation and removal costs, all indemnity and associated indirect costs, the replacement of Dalsouple[®] products by their closest equivalent in terms of quality, colour and size in the range of existing Dalsouple[®] tiles on the day of the product replacement, as necessary. The transport costs shall be borne by Dalsouple[®].

The customer shall be required to make available to Dalsouple[®] all defective products, in addition to the rest of the order in case of total replacement of the latter.

The products shall only be returned or refunded strictly within the conditions of this warranty.

Products that are not sold as "first choice products" are not included in this warranty. They cannot be returned, exchanged or refunded.

The scope of Dalsouple's[®] liability and intervention starts and stops with its direct customers. In particular, the customer is responsible for directly and unilaterally settling any dispute that may arise with its own customers.