

Limited Warranty – F/ LIST® Carbon Flooring (Attachment 5 of General Terms and Conditions)

1. In the event of any defects to the F/ LIST® Carbon Flooring (hereinafter referred to as "**Carbon Flooring**"), customer's rights towards F. LIST GMBH (hereinafter referred to as "**F/ LIST**") shall be enumerated exclusively in this Limited Warranty and F/ LIST's General Terms and Conditions in its current version as attached hereto. In the event of an inconsistency between this Limited Warranty and F/ LIST's General Terms and Conditions, the provisions of this Limited Warranty shall prevail.
 2. F/ LIST represents and warrants that its Carbon Flooring will at the time of transfer of risk (i) be free and clear of liens, charges or encumbrances, or title of a third party; (ii) be manufactured in good, workmanlike manner; (iii) be fit for the purpose intended; (iv) be free of defects; (v) be state of the art at the time of conclusion of the Purchase Order; and (vi) not affect the airworthiness of the Aircraft.
 3. The warranty period shall be 12 months beginning with the transfer of risk.
 4. The warranty does not cover any products or services for which F/ LIST has not been paid in full.
 5. Damage to the Carbon Flooring after transfer of risk, alteration by others, during storage or transit by others, during installation by others, resulting from repairs performed by others, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance is not covered under this warranty.
 6. Tolerances for dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are not covered under this warranty. Settling of flooring, sub-structures, cabinets and changes in ambient conditions might result in misalignment of installed products, opening of seams and joints, and gaps where products meet each other and meet walls, none of which are covered by this warranty.
 7. The substructure must fulfill the following criteria, otherwise damages to the Carbon Flooring are not covered under this warranty:
 - 7.1. Surface must be 100% even
 - 7.2. Ground panels must not move when connected
 - 7.3. Substructure must be suitable for installation (with Hook & Loop Tape or screwing)
 - 7.4. Substructure must fulfill the static requirements
 8. The warranty does not cover damages caused during installation or de-installation. For convenience reasons F/ LIST will provide customers with a guideline for installation and de-installation, for which F/ LIST does not accept any responsibility.
 9. Consequential, incidental, minor, or indirect damages of any kind are expressly not covered under this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to un-install or re-install, plumbing, electrical work, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by others, or from use of this product is expressly not covered. Specifically included in this exclusion are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation. F/ LIST's maximum liability under this warranty arising out of the sale of other products or installation services, based upon warranty or contract, shall never exceed the actual payments received by F/ LIST in connection therewith.
 10. Some products sold by F/ LIST may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. F/ LIST shall notify customer if a product is not covered by manufacturer or vendor warranty.
 11. The rectification of a defect shall be performed by F/ LIST. F/ LIST decides at its discretion whether to repair or replace a defective item. In the event that the rectification of a defect is performed by customer or a third party without the prior written consent of F/ LIST, customer is deemed to have waived all rights concerning the particular item arising out of warranty or whatever legal ground.
 12. In order for customer to file a claim under warranty on time customer shall file a written notification to F/ LIST in which it shall specify in reasonable detail the potential defect within the warranty period and (i) F/ LIST and customer may either agree in writing about the respective warranty issue within the warranty period or (ii) customer shall file a claim to the competent court as stated in F/ LIST's General Terms and Conditions within 30 days after the lapse of the warranty period, in case the parties are unable to find an amicable solution as set forth in (i).
 13. The following guidelines are intended solely to clarify an understanding of certain properties, characteristics, or conditions associated with products delivered by F/ LIST. They do not represent all of the properties, characteristics, or conditions which may be covered or which may be excluded from coverage under this warranty.
 14. **Finish:** Your Carbon Flooring will come with a satin finish. F/ LIST warrants to the customer that the factory applied finish of the Carbon Flooring will not wear through or will not lack finish adhesions as a result of normal use. A change of gloss as a result of cleaning or normal use is not covered under this warranty.
 15. **Surface irregularities:** Carbon Flooring characteristics such as variations in weave pattern, fiber alignment, color, normal differences between color of samples and the color of installed flooring and color variations from panel to panel are not considered as defects, and are not covered under this warranty.
 16. **Defects:** Splits, cracks, checking, edge fracturing, splintering or chipping that occurs during or after the flooring has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by these warranties.
 17. **Seaming:** Placement of seams (including the use of "rails") is solely at the discretion of F/ LIST, will be discussed at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure the seam is placed in the best location for the structural integrity of the Carbon Flooring and to make it aesthetically pleasing. Due to the weave pattern of Carbon fabrics, it is not possible to guarantee a match in color, weave pattern (including the direction of fibers/yarns) or finish when seaming two pieces together.
 18. **Temperature and Moisture Resistance:** The F/ LIST Carbon Flooring is engineered to withstand the effects of normal moisture or arid conditions. If properly installed and maintained in strict accordance with the F/ LIST installation and maintenance instructions, F/ LIST warrants against damage caused by normal moisture or arid conditions.
- Carbon Flooring supplied by F/ LIST is tested by several temperature variations and run through humidity tests to meet the environmental requirements. However materials may react with ambient conditions. Changes and defects due to the hygroscopic behavior or due to temperatures change have to be considered as a physical property of materials and are not covered under this warranty.
19. **Accidents, Abuse or Abnormal Wear:** This warranty does not cover damage resulting from accidents or abuses that stain or scratch finish, diminish/change gloss, or indent the surface of the carbon. It also does not cover damage caused by heavy items or concentrated foot traffic, pebbles, sand or other abrasives, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, etc.
 20. **Indentations from High-Heeled Shoes:** A high heeled shoe can concentrate as much as 2,000 pounds per square inch on a floor. Therefore, walking on any carbon surface in high heeled shoes is considered abusive and any damage to the Carbon Flooring as a result of this is not covered under this warranty. F/ LIST's limited warranty does also not cover damage or defects caused by shoes in need of repair, spike heels or golf cleats.
- Care and Cleaning**
21. **Staining:** In general spills of fluids have to be removed immediately to avoid staining. When properly maintained, the Carbon Flooring is quite stain-resistant to common beverages and foods (except for water with dissolved substances like sugar, salt and/or dye (e.g. wine, coke, etc.)), oil and grease (e.g. cooking oil, nuts, etc.). In those instances when stains occur, it is generally not possible to remove them, and such stains are not covered under this warranty. Also avoid strong chemicals and solvents. Do not use e.g. nail polish remover, permanent markers, inks, oil soaps, furniture cleaners, paint strippers or any kind of disinfectants and alcohol on the Carbon Flooring. Avoid using high alkaline/PH level cleaners, such as oven cleaners on the Carbon Flooring. All these fluids may have impact on the varnish and affect the surface appearance e.g. gloss. Staining caused by chemicals, solvents etc. is therefore not covered under this warranty.
 - 21.1. **Cleaning:** Matte and semi-gloss surfaces can be cleaned with "Nanolex Matte Surface Cleaner". The cleaner has to be wiped off immediately after application with a non-abrasive micro fiber cloth. Light dust and finger prints can be removed with "Nanolex Matte Final Finish" (follow manufacturer's instructions). Alternatively a cloth moistened with water and a pH-neutral mild detergent can be used. The cloth must not be soaking wet. Avoid wet areas on the Carbon Flooring after cleaning. Chemicals and solvents (e.g. IPA (Isopropyl alcohol) or other disinfectants) must not be used. Any use of wrong products or misuse of products is not covered under this warranty.