

## Limited Lifetime Residential & 5-Year Commercial Prorated Warranty Water Resistance, Wear, Stain, Fade, Structural Integrity

### Manufacturer Limited Lifetime Residential Warranty

The manufacturer warrants to the original purchaser a Limited Lifetime Residential warranty that, from the date of purchase, (i) its Laminate Flooring will be delamination-free, (ii) the surface wear layer on products will not wear through, stain, or fade from sunlight or artificial light, and (iii) the product will, **for a period of 24 hours**, resist topical moisture due to mopping and everyday household spills and specified cleaning.

### Manufacturer 5-Year Commercial Warranty

The manufacturer warrants to the original purchaser a limited Commercial warranty for 5 years that, from the date of purchase, (i) its Laminate Flooring will be delamination-free, (ii) the surface wear layer on products will not wear through, stain, or fade from sunlight or artificial light, and (iii) the product will, for a period of 24 hours, resist topical moisture due to mopping and everyday localized spills and specified cleaning.

### This Commercial warranty only applies in the following installation areas:

**Business and Doctor Offices:** Entryways or Lobbies, Waiting Areas, Hallways, Personal Office Spaces, Meeting and Conference Rooms, Storage Areas, and Breakrooms.

**Retail Businesses:** Entryways, Sales Floor / Showroom, Breakrooms, Meeting Areas, Private Offices, Checkout Areas, Employee Breakrooms, Offices, and Store Spaces.

**Small Restaurants:** Entryways, Offices, and Hallways.

**Educational Facilities:** Entryways, Offices, Hallways, Storage Areas, Meeting Areas, Private Offices, Personal Residences, and Common Areas.

**Lodging:** Entryways or Lobbies, Waiting Areas, Hallways, Conference Rooms, Private Offices, Storage Areas, Guest Rooms (Except Bathrooms), and Lounges.

### Water Resistant Terms and Conditions

Laminate Flooring is, by nature, made of wood and other materials that can be damaged by water if improperly installed or maintained. This laminate flooring has been specifically engineered so that as an installed flooring system it will remain topically water resistant in the way that it will specifically resist the ability for water to penetrate below the decorative surface **for a period of 24 hours** and cause irreparable damage under normal circumstances.

The manufacturer warrants that for the above-described limited warranty terms the Laminate Flooring will resist damage due to everyday household/localized water spills **for a period of 24 hours**. This warranty does not apply to any damages caused by, but not limited to, flooding, leaking pipes or other fixtures, appliance leaks, improper cleaning or maintenance, and negligence. All spills must be cleaned immediately and thoroughly. Damage due to water must be evident and measure at least 2 square inches (13cm<sup>2</sup>) per flooring plank. Walk-off mats must be used at all entrances and maintained to limit exposure.

### General Terms and Conditions

If the product wears through, fades or stains, or displays damage from topical moisture, as purchaser's sole and exclusive remedy, and the manufacturer's only obligation for breach of warranty hereunder, the manufacturer will repair or replace, at its option and in its sole discretion, the affected flooring material that fails, provided that purchaser meets the criteria outline under the "Filing A Claim" section listed below.

Surface wear must be evident, measuring at least 2 square inches (13cm<sup>2</sup>) and not be the result of any items listed in the "Warranty Exclusions" section listed below. Surface wear must also be greater than 3/16" from any plank edges. Loss or change of gloss is not surface wear.

This warranty includes the repair or replacement of defective material only, exclusive of all labor charges. If the manufacturer determines in its sole discretion that such repair or replacement is not reasonably achievable, the manufacturer may choose to refund the purchase price of the affected flooring material at a pro-rated value, see section on "Pro Ration of Warranty" listed below.

Should the original floor design be discontinued, the manufacturer will replace the defective material with one of equal or greater value at its sole discretion.

### **Filing a Claim**

Following the discovery of a defect, the original purchaser must notify the manufacturer within 30 days of said discovery. Proof of purchase, such as a bill of sale, is mandatory when requesting warranty service. The manufacturer's personnel must be granted access to inspect the product claimed to be defective at the site of its installation or use and may remove samples for analysis.

### **Warranty Exclusions**

The owner must inspect for color, finish, and quality before installation; installation of "defective" planks implies acceptance of material. The manufacturer is not responsible for costs incurred when a floor with visible defects has been installed. The warranty does not cover, and the manufacturer is not liable for, wear or damage caused by improper installation, negligence, erosion, abrasion, extreme heat or temperature conditions, cleaning (including without limitation excessively wet maintenance, or from using detergents, abrasive cleaners, soaps, commercial steamers, jet mops, buffers, waxes, or polishes), care or maintenance in a manner contrary to the instructions as provided by the manufacturer, physical abuse or misuse of the product, physical damages, accidents causing indentation, scratching, impact or cutting, freight damage, alteration, or any wear or damage caused by acts of God including without limitation fire, wind, hail and flood. The warranty does not apply if the product is installed in areas where condensation may occur repeatedly or general installation guidelines are not met. This limited warranty does not apply to mouldings or other Laminate Flooring accessories. The manufacturer is not responsible for usage that is not in compliance with any applicable regulation or code and makes no warranties regarding same.

### **Disclaimers**

Purchaser agrees that the manufacturer is not liable for INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL OR SIMILAR DAMAGES including, but not limited to loss of profit or revenues, loss of time, inconvenience, damages for loss of use of any equipment, damage to property, claims of third parties, including personal injury or death on account of use of any manufacturer product or failure of the manufacturer to warn against or instruct on, or adequately warn against or instruct on, the dangers of the product and proper use of same, whether or not the manufacturer has been advised of the potential for such damages. The manufacturer total liability hereunder from any cause whatsoever, whether arising under contract, warranty, tort (including negligence, except in the case of liability for personal injury caused by manufacturer negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of purchaser's actual damages or the price paid to the manufacturer for any product subject to purchaser's claim. Samples, descriptions, and other information concerning the product contained in catalogs, advertisements, or other promotional material or statements made by sales representatives or dealers are for general information purposes only and are not binding upon the manufacturer. No unauthorized person, fabricator or installer, agent or employee of the manufacturer, or any representative, is entitled to assume any liability on behalf of the manufacturer relating to the sale of this product, nor does any such person have the authority to increase or alter the obligations or limitations of this warranty.

THESE WARRANTIES ARE STRICTLY LIMITED TO THEIR TERMS AND ARE IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW, OR COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, AND THEY SPECIFICALLY EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Proration of Warranty

The manufacturer's Limited Lifetime Residential & 5-Year Commercial warranty is prorated. This means that total refundable amount for your flooring decreases over the course of its lifetime. See table below for examples of value.

Limited Lifetime Residential Term	5-Year Commercial Term	Prorated Value
Years 1-3	Year 1	100%
Years 4-8	Year 2	90%
Years 9-13	Year 3	75%
Years 14-19	Year 4	35%
Years 20-30	Year 5	10%