

# 30-Year Residential Prorated Warranty

## Wear, Stain, Fade, Structural Integrity

### Manufacturer 30-Year Residential Warranty

The manufacturer warrants to the original purchaser a 30-Year 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.

### General Terms and Conditions

If the product wears through, fades or stains 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 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.

**Water Resistant:** Will resist localized topical spills from normal household spills if removed within 72 hours. Standing water, plumbing leaks or flooding must be avoided and removed immediately.

### 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, water (such as standing water, leaking appliances or pipes, moisture, any condition that causes floor to become saturated with water), spills ( such as pet urine and liquid spills), erosion, abrasion, extreme heat or temperature conditions, improper cleaning (including without limitation wet maintenance, wet mops, 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 the manufacturer's 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 30-Year Residential 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.

<b>30-Year Residential Term</b>	<b>Prorated Value</b>
Years 1-3	100%
Years 4-8	90%
Years 9-13	75%
Years 13-18	35%
Years 19-30	10%