



Bio-Based Resilient Flooring - 15 Year Commercial Warranty

WARRANTY OWNER:

This limited warranty extends only to the original end- user. The warranty is non-transferable. No installer, retailer, distributor or agent, or employee of Engineered Floors Commercial Division may alter the obligations or limitations of any our flooring warranties.

INSTALLATION/WORKMANSHIP:

We do not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your commercial floor must be installed correctly over a properly prepared sub- floor. Your commercial floor must regularly and properly be maintained. The product must be installed using Purfix UltraTech Adhesive. There are no exceptions or substitutes regarding the adhesive.

TERMS:

Within 15 Years: If a defect covered by this warranty is reported to us in writing within fifteen years of purchase, and the claim is deemed valid, we will supply new material of the same or similar grade sufficient to repair or replace the defective material. We will pay all reasonable labor costs provided that the Bio-Based Resilient Flooring is installed using full spread Purefix UltraTech Adhesive and other guidelines described in our Bio-Based Resilient Flooring installation instructions.

If Bio-Based Resilient Flooring is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions and similar materials that may have been placed over the installed flooring subsequent to completion of the original installation.

Note: The use of Purfix UltraTech Adhesive as directed is required. No claim will be considered for any reason if this adhesive is not used.

WARRANTY TERM/COVERGE: 15 years

- All manufacturing defects
- Wear – the product will not wear through to (damage or affect) the printed film layer due to normal traffic

EXCLUSIONS:

The following are not covered by this warranty

- Damage caused by improper installation and/or maintenance
- Differences in color between products and samples or photographs
- Problems arising from excessive moisture, alkali or water pressure from the sub-floor
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors
- Discoloration, including but not limited to UV light and heat sources
- Surface scratches, changes in shading, texture and/or gloss during use
- Damage caused by chemically reactive material, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing
- Inappropriate end-user activities
- Construction or installation-related damage
- Damage caused by fire, flooding or intentional abuse

LIMITATION ON DAMAGES:

We exclude and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. Our sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that we shall repair, at the our option, or replace the defective material. In no event, including in the case of a claim of negligence, shall we be liable for incidental or consequential damages.



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CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by us within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to us in writing prior to the actual installation. If the product is already installed, then we must examine and verify the defect.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED,

BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.