

35 year residential warranty to the original purchaser for as long as he or she owns the flooring:

- 1) The laminate surface will not wear through.
- 2) The floor will not fade due to sun or electrical light.
- 3) The floor will not stain.
- 4) The floor will resist damage from moisture due to damp mopping and everyday spills when removed promptly.
- 5) The joint will remain secure under normal use conditions.

The 35 Year Residential Warranty is made subject to the following conditions:

- 1) The floor must be installed properly in accordance with the installation instructions. The instructions should be obtained through BuildDirect.
- 2) The flooring must be used only indoors in dry, climate-controlled residential areas. This limited warranty does not apply if used in any commercial setting.
- 3) The flooring must be maintained in accordance with the provided care and maintenance instructions.
- 4) Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting. Damage resulting from the use of a jet mop, spray mop, or similar wet mop with the flooring is not covered by this limited warranty.
- 5) Surface wear must be readily visible (i.e. approximately 1/2 square inch). Gloss or sheen reduction is not surface wear and is not covered by this limited warranty.
- 6) This limited warranty does not apply to water damage, including but not limited to water damage caused by flooding, standing water (water that remains on floor longer than 30 minutes), leaking pipes, household mechanical failures, appliance leaks or pet urine.
- 7) This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.
- 8) This limited warranty does not apply to flooring installed on a concrete subfloor unless a non-recycled (100% virgin resin) 6 mil. Polyethylene film vapor barrier with a density of 0.92 lbs./cubic ft. and a thickness tolerance of +/- 10% is installed over concrete subfloor that emits a water vapor no greater than 5 lbs. per 1,000 sq.ft. within 24 hrs.
- 9) Installation of flooring that contains any manufacturing defect is not covered by this warranty.

If supplier accepts a claim under this limited warranty, supplier may repair or replace, at its option, the affected flooring material only. If supplier in its sole discretion determines that such repair or replacement is not reasonably achievable, supplier may choose to refund the purchase price of the affected flooring material. If the design for which a claim is made is no longer available, supplier will replace the affected floor materials with another design of equal or greater value at supplier's discretion. Upon approval of the warranty claim, supplier will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must comply with such instructions within ninety (90) days after the claim is approved.

These limited warranties give you specific contractual rights, and you may also have other legal rights which vary from Province to Province or State to State.

#### **DISCLAIMERS:**

**SUPPLIER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT.**

Supplier disclaims liability for incidental and consequential damages. Some Provinces and States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. These limited warranties are not transferable. They extend only to the original end-consumer. Samples, descriptions, and other information concerning the product contained in catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon supplier.

No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify supplier warranties.