

## **AQUA SHIELD Waterproof Laminate Flooring Warranty and Conditions**

All warranties listed under this warranty guide are given to the original retail purchaser / end user of our first quality products and are non-transferable. Under the manufacturer's Waterproof Laminate Flooring Limited Warranty, we warrant to the original retail purchaser of the products that from the date of the original purchase for the applicable period set forth in the chart below, that:

1. In normal household conditions or a light commercial indoor setting, when installed and maintained according to our recommended maintenance guide, the design layer of the floor will not wear through, fade from normal sunlight or artificial lighting, or stain. Gloss reduction does not constitute "wear."
2. The floor will be waterproof from normal everyday household spills & resist topical water damage. At no time should standing liquids/water be left on the floor - planks will not swell, delaminate, or peak at seams due to topical spills where liquid is wiped up accordingly and floor is allowed to dry completely.
3. The floor will be free of manufacturing defects when purchased in its original manufactured condition.
4. In normal household conditions or a light commercial indoor setting, the floor joints will remain secure.

AQUA SHIELD Waterproof Laminate warranties under this guide are subject to the following conditions:

1. The warranty applies to North America. The flooring must be installed in accordance with the installation guidelines provided. The flooring must also be cleaned, maintained, and cared for in accordance with the instructions provided.
2. The manufacturer warrants its products against manufacturing defects that exist in its products prior to product installation. Flooring installed with known defects is not covered under this warranty. All planks must be inspected for possible, recognizable defects before and during the installation as any right to claim under warranty becomes invalid after planks with visible defects have been installed. Warranty claims can only be accepted if the planks were delivered by the dealer in its original packaging.

3. The surface wear or damage must not be the result of abusive conditions, misuse of the product, freight damage, modification, alteration, repairs or service of the product by anyone other than the authorized manufacturer representative, improper care or maintenance (refer to provided care and maintenance guidelines), or accidents, such as but not limited to severe impact, scratching, cutting, negligence or chemical damage. Note that gloss reduction is not considered surface wear. The surface wear must be readily visible from the distance of 6 feet, measuring at least 1 square inch. Wear-through at the edges of the product is excluded from the warranty.

4. According to proper installation guidelines, flooring must be installed in a dry, climate controlled, indoor, residential /light commercial environment. A moisture test must be performed to determine if excessive moisture exists in the subfloor. When using a calcium chloride moisture test for concrete subfloors (ASTM F1869), values must be  $\leq 5$  lbs./1000ft<sup>2</sup>/ 24-hr or  $< 80\%$  RH with an in-situ probe (ASTM F2170). A polyethylene film vapor barrier is required over wood subfloors. Moisture readings of wood subfloors must be  $\leq 12\%$  throughout the entire installation.

5. The manufacturer is not liable for the performance of the subfloor. This warranty excludes damage in the subfloor or underneath the flooring due to water, moisture, mildew, and including but not limited to hydrostatic pressure.

6. Approved accessories must be used to validate warranty. Please contact your nearest dealer or the manufacturer directly for more details.

7. Moldings and accessories are not covered under this warranty.

### **AQUA SHIELD Waterproof Laminate Warranty Exclusions**

- Improper installation including, but not limited to, installation by non-licensed individual(s)
- Improper maintenance or inadequate care, including, but not limited to, mold or mildew growth as the result of excessive moisture accumulation.
- Accidents, abuse, or misuse.
- Building settling or uneven sub-floor.
- Damages caused by furniture without felt pads or protective covers.
- Damage caused by sharp object(s) making contact with the floor.

- Damage caused by excessive sunlight, extreme heat, humidity or dryness.
- Damage caused by excessive weight. Do not put the flooring under cabinets or heavy objects.
- Damage from events beyond everyday household spills, including but not limited to: flooding, standing water allowed to remain on the floor, appliance or plumbing leaks or any source of continuous, repetitive or long-term water exposure.

In the unlikely event of a claim, the following conditions apply:

To make a warranty claim, please contact the manufacturer's dealer within fifteen (15) days following the date of discovery or detection of a potential warranty claim. Proof of purchase, including the date of purchase, must be presented to make a claim or request warranty service. Provide a written detailed description of the problem including pictures/video and where possible a sample that clearly shows the issue. This warranty applies only to the original purchaser and is not transferable.

If a claim occurs within the first ten (10) years following the date of purchase and meets the above conditions, the manufacturer will, at its discretion, replace, the defective material.

If the product for which a claim is made is no longer available, the customer shall be able to choose from the manufacturer's current product selection of equal or lesser value.

The manufacturer warrants repaired or replaced products for the remainder of the original warranty period only.

The manufacturer reserves the right to inspect the installed planks and to remove samples if needed for analysis.

### **Disclaimer of Warranty**

Except for the foregoing warranty, the manufacturer disclaims, to the fullest extent permitted by federal and state law, all other warranties and guarantees whether expressed or implied, including any implied representation or warranty as to merchantability or fitness for any particular purpose. In no event will the manufacturer be liable for consequential, incidental, special or exemplary damages. Some states do not allow for the exclusion of consequential damages, so this exclusion of consequential damages may not apply to you. This warranty gives you specific rights and you may have other rights that may vary from state to state. The foregoing warranty constitutes the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by authorized manufacturer representatives.