

## Residential Warranty for EnviroQuiet 5.0

### Warranty for FloorFolio 5mm with 8 mil Wear Layer EnviroQuiet Luxury Vinyl Tile

This Warranty is annexed to and made an integral part of the Contract for the purchase of Products from Seller, and is to be read in conjunction with the provisions of the paragraph of the Contract titled "Warranty".

#### Limited 5 Year Warranty

Subject to the provisions set forth in this Warranty, Seller warrants for a period of 5 years from the date of purchase that (i) the Products are free from manufacturing defects.

If a defect covered by this Warranty is reported to Seller in writing within 5 years of purchase, Seller will supply new Products of the same or similar grade sufficient to repair or replace the defective Products. In addition:

- **Within One Year:** If a defect covered by this Warranty is reported to Seller in writing within one year of purchase, Seller will also pay reasonable labor costs for the installation of repaired or replacement Products.
- **Within Two Years:** If a defect covered by this warranty is reported to Seller in writing after one year but within two years of purchase, Seller will also pay fifty percent of reasonable labor costs for the installation of repaired or replacement Products.

Seller will not be obligated to pay labor costs to repair or replace Products as set forth above if professional installation was not paid for when the Products were originally installed. Seller reserves the right to repair any Products and/or use its own source to obtain an installer for replacement Products.

This Warranty extends only to the original end-user of the Products and is not transferrable. Any claim by Purchaser with reference to the Products sold hereunder shall be deemed waived by the Purchaser unless made within the applicable time period set forth above. Purchaser must contact Seller as soon as possible upon learning of any claim under this Warranty. At Seller's request, Purchaser shall return any allegedly defective Products to Seller at Purchaser's expense.

Continued on page 2

## **This Warranty does not cover the following:**

- Products that have been incorrectly or improperly installed or maintained, or otherwise subjected to misuse, mishandling, misapplication or neglect.
- Products on which repair has been performed by anyone other than Seller.
- Irregularities, moisture, alkaline or hydrostatic pressure in the sub floor.
- Differences in color, shade or embossing deviations between Products and samples or photographs.
- Indentations from improper loading or handling, including but not limited to indentations from high heels, spiked shoes, rolling loads, caster wheels, chairs or other furniture without proper floor protectors.
- Damage such as stains, cuts, scratches, scuffs, gouges, burns or marring caused by abuse or accident.
- Labor to repair or replace Products with defects that were apparent before or at the time of installation.
- Installers' workmanship.
- Flooring sold as irregular or "as is."

## **Disclaimers**

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

## **Warranty Conditions**

This warranty extends only to the original end-user, and are not transferrable under any condition.