

# LAMINATE FLOOR WARRANTY

Effective date April 17, 2019

## RESIDENTIAL 25 YEAR LIMITED WARRANTY AND CONDITIONS

The finish of the laminate plank is warranted not to wear through under normal indoor residential use for a period of 25 years from the date of purchase. Finish wear-through is defined as 100% finish removal over a minimum of 5% of the total installation. Gloss reduction or surface scratches are not considered surface wear. The laminate plank is warranted to be free of manufacturing or material defects. This warranty applies to the original purchaser and original installation site.

The limited warranty applies to the original purchaser of the flooring and is not transferable with proof of purchase (original receipt of purchase with date). Manufacturer's warranty and liability does not extend beyond the Laminate flooring strips, the original installation site and is limited to a maximum value of the original purchase price of the Laminate flooring. The manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. The limited warranty does not apply to products referred to "seconds", "mill trial" or "sold as is" grade products. The limited warranty does not cover conditions or defects caused by improper installation, inadequate subflooring or improper subflooring preparation. The limited warranty does not cover construction related damages.

### **BuildDirect Residential Limited Warranty is made subject to the following conditions:**

1. The flooring must be installed in accordance with BuildDirect installation instructions. Warranty does not apply if the laminate flooring has not been cleaned, maintained or cared for according to the cleaning and care instructions provided by BuildDirect.
2. BuildDirect 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 the original packaging.
3. The surface wear or damage must not be the result of abusive conditions, misuse of the product, freight damage, modification, alteration, repair or service of the product by anyone other than the authorized BuildDirect representative, improper care or maintenance (see care & maintenance instructions), or accidents, such as but not limited to severe impact, scratching, cutting, negligence or chemical damage. Gloss reduction is not 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 BuildDirect product is excluded from the warranty.
4. The flooring must be installed in a dry, climate controlled, indoor, residential environment.

5. Moldings and accessories are not covered by this warranty

**Exclusions from the Warranty:**

- Indentations, scratches or damage caused by negligence, fire, water, wet mopping, sand, pebbles, pets, high heels, spike shoes and abuse.
- Damages resulting from vacuuming cleaners with beater bar or power rotary brush head.
- Damages resulting from the use of a steam cleaner.
- Damages from abuse; such as moving appliances or furniture across the floor without any or adequate protection.
- Noises including, but not limited to squeaks, popping etc.
- Damages caused by footwear or footwear classified as toys, such as, but not limited to sneakers/ running shoes with rollers, wheel shoes, soccer cleats, roller skates, golf shoes, high heeled footwear with missing heel lifts etc.
- Naturally occurring changes in color from exposure to sunlight.
- Damage caused by failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels.
- Problems occurring due to poor installation workmanship.
- Problems occurring due to improper care and maintenance.
- Damages resulting from or caused by improper use of maintenance, such as, but not limited to:
  - \*loss of gloss or build-up of dulling film due to lack of maintenance or improper maintenance.
  - \*damage resulting from failure to follow reasonable floor care instructions.
  - \*scuffs, scratches, cuts or damage or discoloration from carpet dyes, fertilizers or other chemicals.
  - \*damage caused by burns, flooding, fires and/or other accidents.
  - \*use of mats that are labeled “non-staining”.
- Damages resulting or caused by water or excessive moisture in the floor, in the subfloor or underneath the floor (pet urine, appliance leaks, household mechanical failures, leaking pipes etc).

**What happens in the unlikely event you have a claim:**

This warranty applies only to the original purchaser and is not transferable. If a claim occurs within 25 years following the date of purchase and meets the above conditions, BuildDirect, at its option, will repair, replace, or refund the cost of the defective materials. If the product for which a claim is made is no longer available, the customer shall be able to choose from BuildDirect’s current product range of equal value. BuildDirect warrants repaired or replaced products for the remainder of the

original warranty period only. BuildDirect reserves the right to inspect the installed planks and to remove samples if needed for analysis.

The manufacturer or its representative reserves the right to visit the premise of the original installation site, where the product claim is generated. The manufacturer or representative will inspect the product in dispute and may remove samples, take pictures and/or conduct technical analysis of the original installation site. Failure of the owner to provide reasonable access to the claim area or to provide requested information and/or documentation may result in negation of the claim, thus it may void the warranty.

To make a claim under this Warranty, contact BuildDirect within thirty (30) days following the date of discovery or detection of a warranty claim. An original proof of purchase (including the date of purchase) must be presented when requesting warranty service. This Warranty, dated April 17, 2019, supersedes all BuildDirect previously issued.

**Disclaimer of Warranty:**

Except for the foregoing warranty, BuildDirect disclaims, to the fullest extent permitted by federal and state law, all other warranties and guarantees, whether express or implied. Including any implied representation or warranty as to merchantability or fitness for any particular purpose. In no event will BuildDirect 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 legal 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 representatives of BuildDirect.