

# LAMINATE WARRANTY

This quality laminate flooring is under **warranty** for:

<b>Collection</b>	<b>Size</b>	<b>Residential</b>	<b>Light Commercial</b>	<b>AC Rating</b>	<b>Class</b>
Megaclac -8mm Collections	8mm	25 years	5 years	3	23/31
Megaclac -12mm Collections	12mm	35 years	10 years	3	23/31
Illusion & Charlottesville	12mm	25 years	5 years	3	23/31

**not to fade, wear through, or stain.** This **warranty applies only to the original purchaser and proof of purchase is required for all claims.** The guarantee is for replacement or refund of the laminate material only. No labor. The guarantee **does not cover chipping (laminate will chip if sharp objects are dropped on it)**, warping (laminate will warp if excessive moisture gets into the boards) or bridging (which is caused by insufficient expansion spacing). We will not consider any claims for these problems. Claims for wear must show a minimum dime size area. This guarantee is pro-rated based on the amount of time the floor has been installed.

**Warranty Exclusions & Limitations** - Any of the following shall void and invalidate our warranty :

- **VISIBLE DEFECT-** Visible defects are those defects that are apparent on the face of the flooring. They must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.
- **UNEVEN SUBFLOORS** or Building Settling - These situations are considered to be part of the pre-installation inspection process. Do not install laminate flooring if these situations exist. This warranty does not cover damage caused by setline or uneven subfloors. Gapping between boards can be caused by movement due to uneven floors.
- **IMPROPER INSTALLATION** - Improper installations, done in a way that is contrary to the specifications, can cause problems with Manufacturer Laminate Floors. Manufacturer will not replace a floor with defects caused by improper installation.
- **IMPROPER MAINTENANCE** or Inadequate Care - Your Laminate Floor requires maintenance. Manufacturer will not replace Laminate Floor product damaged by improper maintenance or inadequate care. Felt protectors are required on all pcs of furniture, chairs, and tables.
- **NEGLIGENCE OR ABUSE** - This warranty does not cover damage resulting from accidents or abuses that stain or diminish gloss, or indent the surface of the laminate floor. Sliding furniture or heavy

objects across the floor without protection can cause scratching, cutting or other damage which is excluded from the warranty protection.

- **INDENTATION FROM STILLETTO HEELS ON SHOES** – A stiletto heel can concentrate as much as 2,000 lbs/sq. in. on the floor. Walking on any laminate or wood surface with stiletto shoes is considered abusive situation.
- **PROBLEMS WITH MOISTURE OR DRYNESS** - This warranty does not cover damage caused by wetting or the presence of excessive moisture, or by conditions that are too dry.
- **EXCESSIVE SUNLIGHT** - this can cause discoloration. Draperies or shades will usually provide adequate protection. This warranty does not cover damages or discoloration caused by excessive sunlight or Ultra Violet rays.
- **INDUSTRIAL STANDARDS** allow 2% defect rate in products such as laminate floors.

#### **STRUCTURAL WARRANTY :**

Manufacturer hereby warrants to the Original End Purchaser, the goods to be free from manufacturing defects for 35 years on 12mm laminate & 25 yrs. on 8mm lamiante against wear through, warping and buckling under normal residential use.

This warranty is conditioned upon Manufacturer receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and evidence that the products were properly installed and not subject to any of the conditions described below. This limited warranty does not apply to discontinued or close out items. Any such Product or Products are sold "as is". Manufacturer HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. Any and all representatives, promises, warranties or statements by Manufacturer or its agents that differ in any manner from the terms of this limited warranty shall be of no force or effect unless in writing, signed by a duly authorized officer of EASTOREAN FLOORING, INC.

#### **Limitations on Liability :**

Buyer's exclusive remedy and Manufacturer's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to

1. **the repair or replacement of the defective goods ONLY**, which requires to be proven to the satisfaction of Manufacturer, to be defective in manufacture OR
  2. Up to the maximum amount of refund of the applicable purchase price.
- In no event and for no cause whatsoever, including any breach or default** by Manufacturer, shall Manufacturer **have any other liability** (including without limitation incidental or consequential damages) or any monetary liability to the Original Buyer, **in excess of the contract price or prices of the pertinent Products in question.**

**Warranty Exclusions & Limitations** - Any of the following shall void and invalidate our warranty :

- **Visible Defect**- Visible defects are those defects that are apparent on the face of the flooring. They must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.
- **Building Settling or Uneven Subfloors** - These situations are considered to be part of the pre-installation inspection process. Do not install laminate flooring if these situations exist. This warranty does not cover damage caused by setline or uneven subfloors. Gapping between boards can be caused by movement due to uneven floors.
- **Improper Installation** - Improper installations, done in a way that is contrary to the specifications, can cause problems with Manufacturer Laminate Floors. Manufacturer will not replace a floor with defects caused by improper installation.
- **Improper Maintenance or Inadequate Care** - Your Manufacturer Laminate Floor requires maintenance. Manufacturer will not replace Manufacturer Laminate Floor product damaged by improper maintenance or inadequate care.

- Accidents, Abuse or Abnormal Wear - This warranty does not cover damage resulting from accidents or abuses that stain or diminish gloss, or indent the surface of the laminate floor.
- Problems with Moisture or Dryness - This warranty does not cover damage caused by wetting or the presence of excessive moisture, or by conditions that are too dry.
- Excessive Sunlight - this can cause discoloration. Draperies or shades will usually provide adequate protection. This warranty does not cover damages or discoloration caused by excessive sunlight or Ultra Violet rays.
- Industrial standards allow 2% defect rate in products such as laminate floors.

**Guarantee Commitment :**

- Under the guarantee conditions, Manufacturer will provide replacement of the damage planks. If the respective Manufacturer Laminate Flooring is no longer available, the customer may choose a substitute of comparable quality from the current Manufacturer Laminate Floor Collection. As a year depreciation of at least 10% (due to use) has to be taken into consideration, Manufacturer will make the replacement delivery dependent upon additional payment by the customer. Any liability for other damage, as well as costs incurred through installation, picking up and transporting damaged Manufacturer Laminate Flooring, is exempt.
- Your Obligation to Manufacturer - As the purchaser of our product, you agree to follow all care and maintenance directions as related to wood floors. You also agree to grant Manufacturer an opportunity and option to correct and repair any claimed defects