

LIMITED LIFETIME STRUCTURE WARRANTY

The Marquis Industries, Inc. LVF (Luxury Vinyl Flooring), Engineered Wood, and Laminate products include a Limited Lifetime Structure Warranty.

The Marquis Industries, Inc. products that you purchase are guaranteed to be free from manufacturing defects and for the life of the product, when used under normal household conditions, e.g., those daily activities commonly associated with residential use and maintained according to Marquis Industries floor maintenance procedures, will not buckle, warp, twist, and when applicable, separate at the plies due to glue bond failure. If a defect occurs in your floor, upon verification of the defect, Marquis will authorize repair or replacement of the affected area without charge, with flooring of equal value and/or quality. If your floor was installed by a professional flooring installer/contractor pursuant to Marquis' installation instructions, Marquis will also pay reasonable professional labor costs to install your replacement floor if the defect is reported within the first year of the original purchase, and 50% if the defect is reported within the second year of the original purchase. Labor costs will not be reimbursed if the defect is reported within the third, fourth, or fifth year of the original purchase.

EXCEPTIONS AND LIMITATIONS

- 1. All warranties apply from the date of purchase and only to the original owner of the floor.
- 2. Wear from chairs or other furniture without proper floor protectors will void the warranty.
- 3. Indentations, scratches or surface damage caused by improper maintenance, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives are not covered by this warranty.
- 4. Sub-floor irregularities can cause premature wear on the wear layer and will void the warranty.
- 5. Dissatisfaction or damage due to improper installation or installation contrary to Marquis' recommendations will void the warranty. Installation instructions are available on our website marquisind.com, and included in each carton of material.
- 6. Labor on material installed with obvious defects is not covered by these warranties.
- 7. Labor costs on repair or replacement of material which was not originally professionally installed are not covered by this warranty.
- 8. Any discoloration or bond failure on Marquis Industries products resulting from improper adhesive selection or application is not covered by this warranty.
- 9. Installation utilizing adhesives other than those recommended and approved by Marquis Industries products may cause damage to the floor and void this warranty.
- 10. Problems due to moisture, mildew, alkaline substances, or hydrostatic pressure in the sub-floor are not covered by this warranty.
- 11. Using non-recommended floor care products may damage the floor and void the warranty.
- 12. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Marquis Industries product line are not warranted.

Note: If the Marquis Industries floor fails to perform as stated in the applicable Limited Warranty, Marquis Industries will, at its option: (i) repair without charge the affected



flooring to conform to the warranty; or (ii) replace the affected flooring without charge, with flooring of equal value and/ or quality. Marquis Industries will also pay for reasonable labor costs per the conditions stated above. Marguis Industries will not pay for the removal or replacement of cabinets, appliances, or other fixtures. Replacement floors are warranted only for the remaining time of the original warranty and are not warranted to match samples or marketing materials (ie. photographs, website, etc) or match in color, dye lot, and gloss with your existing floor. THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, MARQUIS INDUSTRIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY MARQUIS INDUSTRIES.