

## Cork Floor Warranty

### 10 YR Limited Warranty

#### Prefinished Cork Floors

##### Moisture

The manufacturer warrants to the original residential purchaser that engineered and prefinished floors will not warp, cup, delaminate and/or buckle as a result of normal moisture levels. manufacturer warranties do not cover damage resulting from excessive ground moisture due to the impact of weather or damage from appliance failure, leaky faucets, broken pipes or poor maintenance. This warranty applies only if: (1) the subflooring has been properly inspected, tested and certified, (2) the flooring has been properly installed, and (3) the subflooring and flooring have been kept free of excess moisture. All products must be installed over a dry subfloor. It is essential that all subfloors be inspected and tested for dryness before installation of the flooring, and that a favorable finding is recorded in writing at the time of installation by a professional installer. It is also essential that the flooring be installed in accordance with the installation instructions.

The only recommended installation is floating. When the flooring is installed over a concrete subfloor, the concrete must be hard and dry. To check for dryness use the standard calcium chloride test or the Tramex Concrete Moisture Encounter. Acceptable readings are 4.5 lbs. calcium chloride, or 4.5% on the Tramex CME.

The recommended installation is floating. Flooring should be kept in normal temperature range of 60° to 80° F and 40% to 60% indoor relative humidity. These are small investments to further protect your floor, which is designed to last a lifetime.

##### Finish

The manufacturer warrants for a period of 10 yrs. to the original residential purchaser that under normal residential conditions and with proper maintenance our U.V factory finish will not wear through and/or the wear layer will not separate from the boards. This limited warranty on the finish of the flooring excludes any indentations, scratches or damage caused by lack of proper maintenance, misuse, negligence, spiked heel shoes, pets, insects, water, erosion, pebbles, sand, other abrasives, insufficient protection against furniture, and wet mopping. Finish Cleaning and Maintenance Policy: USE MANUFACTURER RECOMMENDED FINISH CLEANERS AND POLISHES ONLY - USE OF OTHER PRODUCTS WILL VOID THIS WARRANTY!

##### Structure

The manufacturer warrants to the original residential purchaser that floating floors will not separate due to internal glue bond failure.

##### Duration of Limited Warranties

The Moisture, Finish, Structure Limited Warranties are valid for a period of 10 years for Cork planks.

##### Important Notice and Limitations Concerning Radiant Heat Systems

In-floor radiant heat systems can significantly alter product performance. Nevertheless, all Cork plank products are suitable for installation over radiant heat. Cork planks can only be floated, not full-spread glued down, and is warranted against excessive buckling, cupping or warping so as to deform the original product and render it technically defective as a floor covering, for floating installations only, even when applied over a radiant-heated concrete subfloor with a surface temperature not exceeding 81° F. NON-CONFORMING INSTALLATIONS ARE NOT COVERED BY THE TNF LIMITED RESIDENTIAL WARRANTY.

##### Important Notice, Exclusions and Limitations concerning Bathroom and Commercial Installations:

THE MANUFACTURER DOES NOT RECOMMEND WOOD OR NATURAL MATERIAL FLOORS IN BATHROOMS, AND SUCH INSTALLATIONS ARE EXCLUDED FROM THESE WARRANTIES. CORK PLANK FLOORS can be used in high traffic rooms such as kitchens and hallways but the finish warranty is reduced to 1 yr. and surface wear must be readily visible (i.e. at least 10% of the surface area visible wear) Gloss reduction is not considered wear. The other warranties remain the same. In case of heavy traffic applications, We recommend applying a top coat of high quality Urethane.

##### General Exclusions

Manufacturer Limited Residential Warranty does not cover indentations, scratches, stains or damage caused by negligence, fire, water, moisture, excessive heat or excessive dryness, erosion, pebbles, sand or other abrasives, pets, insects, spiked heels, weather conditions, natural disasters or other acts of God. This limited warranty also does not cover damage due to improper maintenance of flooring. The manufacturer cannot warrant color match of our products to other products. This limited warranty does not cover gloss reduction. It is the responsibility of the installer and/or homeowner to inspect the boards prior to installation. The manufacturer accepts no responsibility for costs of product or labor when boards with visible defects have been installed. Damage caused by excessive ground moisture due to weather conditions is not covered in this warranty. Damage due to water saturation (including but not limited to) leaky faucets, broken pipes and wet mopping is also excluded. These warranties do not apply to product designated as sale items or seconds.

**To file a claim, first contact the retailer where the original purchase was made.**

##### Duties of the Purchaser/Owner

The installation instructions must be followed carefully. For floating installations, use only nationally recognized name brand products for foam/pad and glue. We further recommend that you install a humidifier inside the home to keep the relative

humidity at ca. 40-60%. The floors are designed to perform at their best in an environmentally balanced climate. The manufacturer Warranties are not transferable. All claims must be filed to the retailer/distributor who sold the product, and they in turn will file the claim with the manufacturer. Purchaser/owner will need to show proof of purchase, with date and cost of flooring. The manufacturer reserves the right to use an independent claims inspector. When making a claim under this warranty, the customer is responsible for all repair or replacement costs in excess of Companies obligation.

#### **Duties of the Warrantor**

If a valid warranty claim is made during the applicable warranty period (see above), The manufacturer will arrange for, at its option, the repair, refinishing or replacement of the defective flooring at issue. In case of partial or total replacement, the manufacturer will be responsible for the replacement materials only and not for labor costs. If the product is no longer in the manufacturer product line, the manufacturer will supply replacement materials of a similar value. All materials and labor costs must be pre-approved by the manufacturer. This warranty is limited to the current value of the flooring as determined by pro-rating the original cost of the flooring over the warranty period. In other words, the warranty obligation will be reduced yearly by 10% (10 years) from the value of the flooring when new. In no event will the liability of the manufacturer exceed the original purchase price of the flooring.

#### **Express Warranties, Disclaimer of Implied Warranties and Limitation of Remedies**

THERE ARE NO OTHER EXPRESS WARRANTIES. No installer, retailer, distributor or agent has the authority to alter the obligations or limitations of any manufacturer warranty. ALL IMPLIED WARRANTIES ON THE FLOORING AND ITS PARTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE EXPRESS WARRANTY COVERAGE PERIOD, STARTING FROM THE DATE OF RETAIL PURCHASE. WHERE THERE IS NO EXPRESS WARRANTY (E.G. FOR COMMERCIAL USES), ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

The sole and exclusive remedy under this warranty is to repair, refinish or replace the floor and/or its parts at the option of the manufacturer. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR DAMAGES EXCEEDING THE ORIGINAL PURCHASE PRICE OF THE FLOORING, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE PURCHASER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROPERTY, ECONOMIC LOSSES, OR STATUTORY OR EXEMPLARY DAMAGES, WHETHER IN NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights. You may also have other rights which vary from State to State.