

### Pergo Defense+ Limited Lifetime Residential Warranty

Pergo provides the following limited lifetime residential warranty to the original purchaser for as long as he or she owns the flooring: (1) the laminate surface will not wear through; (2) the floor will not fade due to sun or artificial light; (3) the floor will not stain; (4) the floor will resist damage from moisture due to wet mopping and everyday household spills; and (5) the joint will remain secure under normal use conditions; and (6) the antimicrobial product protection that is on the top surface to inhibit the growth of bacteria that may affect the flooring\*, will not wash off from proper care and cleaning. This limited warranty is subject to the conditions described in the "Conditions" section below and does not apply if used in any commercial setting.

\*The antimicrobial properties do not protect users or others against bacteria, viruses, germs, or other disease organisms.

### Pergo Defense+ Limited 6-Month Manufacturing Warranty

Pergo provides a limited warranty to the original purchaser for six (6) months from the date of purchase covering any manufacturing defects in the flooring. This limited warranty is subject to the conditions described in the "Conditions" section below and does not apply if used in any commercial setting.

### Pergo Defense+ Limited 10-Year Light Commercial Warranty

Pergo provides the following limited light commercial warranty to the original purchaser for 10 years from the date of purchase that: 1) the laminate surface will not wear through; 2) the floor will not fade due to sun or artificial light; and 3) the floor will not stain. This limited warranty is subject to the conditions described in the "Conditions" section below and only applies if used in one of the following commercial areas:

Retail: Entryways\*, Sales Floor/Showroom, Checkout, Breakrooms, Dressing Rooms, Offices, Storage Rooms.

Doctor's Offices: Entryways\*, Lobbies, Waiting Rooms, Hallways, Nurses Stations, Offices, Breakrooms, Storage Rooms.

Hotels: Entryways\*, Lobbies, Hallways, Guest Rooms, Conference/Meeting Rooms, Kitchenettes, Lounges, Offices.

Business Offices: Entryways\*, Lobbies, Hallways, Offices, Conference/Meeting Rooms, Breakrooms.

Restaurants: Entryways\*, Lobbies, Hallways, Offices.

Educational: Entryways\*, Lobbies, Hallways, Offices, Classrooms, Storage Rooms, Residence Halls, Common Areas.

Multi-family Housing: Entryways\*, Lobbies, Common Areas, Hallways, Offices, Storage Rooms, Individual Housing Units.

\*Walk off mats are required at all entryways.

All areas must be assessed prior to installation of flooring to determine if other surface measures need to be taken or conditions addressed, including, but not limited to requirements for static control, state health and building codes, slip resistance, high impact traffic and moisture/water exposure. Other than the specific warranty identified above, Pergo provides no additional warranties and Pergo does not warrant that any of the uses identified above are in compliance with any applicable building, health, inspection, and/or other municipal regulation or codes. Pergo is not responsible for usage that is not in compliance with any regulation or code. Proper assessment of location and usage must be applied. Contact your Pergo representative for questions on performance in specific locations.

### Limited Warranty Conditions

The foregoing limited warranties are subject to the following conditions:

1. The floor must be installed properly in accordance with Pergo installation instructions. The instructions should be obtained through a retailer or at 1-800-33-PERGO (1-800-337-3746) or [www.pergo.com](http://www.pergo.com).
2. The flooring must be used only indoors in a dry, climate-controlled area.
3. The flooring must be maintained in accordance with Pergo care and maintenance instructions. Damage resulting from excessively wet maintenance or from using detergents, abrasive cleaners, soaps, waxes or polishes is not covered by this limited warranty.
4. Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting. Damage resulting from the use of rotating beater bars, floor scrubbers, jet mops, buffers or similar products is not covered by this limited warranty.
5. Surface wear must be readily visible (*i.e. approximately 1 square inch*). Gloss or sheen change and variations from later product additions or nonwarranty repairs are not covered by these limited warranties.
6. These limited warranties do not apply to moisture damage caused by events beyond everyday household spills, including but not limited to, flooding, standing water, leaking pipes, mechanical failures or appliance leaks.
7. These limited warranties do not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.
8. These limited warranties do not apply to flooring installed on a concrete subfloor unless a non-recycled (100% virgin resin) 6-mil polyethylene film vapor barrier with a density of 0.92 lbs/cubic foot and a thickness tolerance of +/- 10% is installed over the concrete subfloor that emits a water vapor no greater than 5 lbs/1000ft<sup>2</sup>/24-hr-(ASTM F1869) or less than 80% RH in-situ probe (ASTM F2170). Pergo FloorMate™ is an acceptable vapor barrier when installed in accordance with the provided instructions.



- 9). Antimicrobial+ product protection that is built in to inhibit the growth of bacteria that may affect the flooring, is limited to the top surface of the product only. In the event of a warranty claim, Pergo may examine the product and determine the extent to which the protection has been diminished.
10. These limited warranties do not apply to moldings.
- 11). Installation of flooring that contains any obvious or visible manufacturing defect is not covered by these limited warranties.
12. These limited warranties do not cover any damage that occurs during shipment or installation. These limited warranties do not cover flooring that has been re-installed in a second location.

\*The antimicrobial properties do not protect users or others against bacteria, viruses, germs, or other disease organisms.

#### **How to Make Claims:**

Any claim under any of the limited warranties above must be made by contacting your retailer within 30 days after the basis for the claim is detected. In addition, any claim under any of the limited warranties above must be made before the end of the applicable limited warranty period. Proof of purchase, including the date of purchase, must be presented to make a claim.

#### **Pergo's Responsibility:**

If Pergo accepts a claim under any of the limited warranties above, Pergo will repair or replace, at its option, the affected Pergo flooring material only. If Pergo in its sole discretion determines that such repair or replacement is not reasonably achievable, Pergo may choose to refund the purchase price of the affected Pergo flooring material. If the design for which a claim is made is no longer available, Pergo will replace the affected floor materials with another Pergo design of equal or greater value at Pergo's discretion. If the product was professionally installed, Pergo will cover reasonable labor costs. Upon approval of the warranty claim, Pergo will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must comply with such instructions within ninety (90) days after the claim is approved or your rights under the limited warranty will be deemed waived. The above remedies are the sole and exclusive remedies for claims on this product. These limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.

#### **DISCLAIMERS:**

***TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE— INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE. MOHAWK WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. THESE LIMITED WARRANTIES CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES, AND NO WAIVER OR AMENDMENT SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER.***

Implied warranties means warranties that the law presumes to have been given by the seller even though they are not set out in writing. PLEASE NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to the original owner.

These limited warranties are not transferable. They extend only to the original end-consumer.

Pergo Defense+ antimicrobial product protection only protects the flooring: it is effective against certain common bacteria that cause product degradation. Pergo Defense+ does not protect users against bacteria, viruses, germs or other disease organisms.

Pergo disclaims liability for any sickness or death caused by microbes on the flooring surface or any associated medical expenses. Pergo Defense+ antimicrobial product protection, which is built in to inhibit the growth of bacteria that may affect the flooring, is limited to the top surface of the product itself and does not protect users against bacteria, viruses, germs or other disease organisms.

Samples, descriptions, and other information concerning the product contained in Pergo catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon Pergo. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify Pergo's warranties.

The provisions of these limited warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of Pergo.

#### **Care and Cleaning**

Place felt floor protectors under the legs of moveable furniture. Chair casters should be rubber – not plastic or metal. Place walk-off mats at entrances. Dust mop as primary cleaning method. Occasionally wet mop with water only, using a well wrung out mop; DO NOT pour liquid directly on floor or use an excessively wet mop that will puddle or leave moisture standing on the floor. If needed, use a solution of 1 cup of vinegar per gallon of water OR 1/3 cup non-sudsing ammonia per gallon of water. DO NOT use detergents, abrasive cleaners, soaps, waxes or polishes. A residential steam mop may be used provided the steam is applied to a microfiber pad and not applied directly to the floor. Make sure to set the temperature of the steam mop to the appropriate setting for laminate floors, or to the lowest setting. Steam mop in the length direction of the planks only. Use correct hard surface vacuum tools. DO NOT use rotating beater bars, floor scrubbers, jet mops, buffers or similar products. Wipe up spills immediately. DO NOT allow topical moisture to remain on the floor longer than necessary.