duradecor

polishedpro | 5.2mm Rigid Core

Product Warranty

1. General Terms

DuraDecor ("Manufacturer") warrants that, when used properly and under normal operating conditions, the flooring products described in the Manufacturer's catalog as PolishedPro Rigid Core Flooring ("Product"), a 5.2mm thick rigid polymeric core floating floor covering that includes a 0.5mm (20-mil) wear layer, will conform with the published ASTM F3261 Standard Specification for Resilient Flooring in Modular Format with Rigid Polymeric Core, as detailed within the Manufacturer's published Product technical documents. This Limited Warranty is not transferable and only applies to the original end-user ("Customer") of the Product. This Limited Warranty does not apply to Product that has been sold or resold as "seconds", "mill-run", "off goods", "non-conforming", "as-is", "closeouts" or otherwise denoted as irregular, non-first or non-standard quality.

The Manufacturer's liability and Customer's exclusive remedy under this Limited Warranty is limited to the replacement or refund of the defective Product and, only if without visible and obvious (> 0.5-inch) defects will the Manufacturer include reasonable labor costs for the geographic region. This Limited Warranty does not include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost time, furniture removal and/or overtime pay. Only one replacement floor or refund shall be made. A Customer who received a settlement may not make another claim - no additional replacement floors or refund will be supplied.

If the Manufacturer no longer provides the particular Product subject to this Limited Warranty, Manufacturer reserves the right to substitute another Product that Manufacturer deems to be comparable or superior in its place. Manufacturer's responsibility to replace defective Product under this Limited Warranty applies only to the affected area of Product so long as a suitable match (as determined and at the sole discretion of Manufacturer) can be supplied. Full replacement or replacement of a greater area than the affected area is at the sole discretion of Manufacturer. Manufacturer reserves the right to provide replacement materials directly to the Customer, or through a professional installation company of the Manufacturer's choice, to conduct repairs or replace materials in a manner suitable to the Manufacturer's interests.

This Limited Warranty is specific to the Product which shall be installed, used, maintained and cared for in accordance with the Product documentation, which may be obtained at www.duradecor.com or are available upon request by contacting customercare@duradecor.com or 1 - (855) 700 - 5666.

2. Warranty Terms & Provisions

2.1. Manufacturing Defect Term: The Product shall be free of manufacturing defects for a period of 1-year from the Customer date of purchase. All claims must be reported within thirty (30) days of discovery of the defect.

2.2. Wear Warranty Term: "The Product", when installed and maintained as detailed within the instructions, will not wear-through to the printed film layer under normal use for the period stared below:

Residential Wear:	Lifetime from date of purchase
Light Commercial Wear:	10-years from date of purchase

2.3. Wear Warranty Provisions: Designated areas of use are as follows:

Specialty Retail	Art galleries, jewelry stores, boutiques / clothing stores, gift shops
Medical	Doctor offices & waiting rooms, exam rooms, reception areas (Hill-Rom type beds excluded)
Multi-Use	Living spaces/apartments/ hotel rooms, laundry rooms, storage areas, conference rooms, light-use exercise rooms (no free weights or aerobics, must use heavy vinyl mats under equipment)
School / Institution	Meeting & training rooms, offices, common areas, lobbies, storage areas, reception areas
Office / Industrial	Offices, reception areas, storage rooms, conference & training rooms

Stains from unapproved chemicals, fading, scratches, scuffs, and loss of gloss are considered normal use and are not covered under this warranty. The Manufacturer will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, the Manufacturer reserves the right to supply similar floor covering. After corrective action is taken on an existing defect, Limited Warranty coverage will remain in effect for the remaining Wear Warranty Term of the original Limited Warranty.

Alternatively, at the Manufacturer's discretion, a refund of the original cost of the Product shall be used to settle all other valid claims according to the following pro-rated schedule:

Residential Wear Coverage:		Light Commercial Wear Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	70%	≤ 3-years:	70%
≤ 10-years:	50%	≤ 5-years:	50%
≤ 20-years:	30%	≤ 7-years:	30%
> 20-years:	10%	≤ 10-years:	10%

2.4. Labor Warranty Term & Provisions: Labor costs shall not be reimbursed for all material installed with visible and obvious (> 0.5-inch) defects. Reasonable costs of professional labor for replacement must be submitted to and pre-approved by the Manufacturer. The percentage of labor costs that shall be reimbursed is according to the following pro-rated schedule:

Residential Labor Coverage:		Light Commercial Labor Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	60%	≤ 3-years:	60%
≤ 10-years:	40%	≤ 5-years:	40%
≤ 20-years:	20%	≤ 7-years:	20%
> 20-years:	0%	> 7-years:	0%

2.5. Waterproof Warranty: The Product will not be materially impaired when exposed to wet or damp cleaning, surface spills and/or tracked in water for the length of the Wear Warranty. This does not include water emergencies.

2.6. Petproof Warranty: The Product surface coating provides scratch and stain resistance (such as feces, urine and/or vomit) from domestic household pets, such as cats and dogs, provided that pet claws are routinely cut and filed.

3. Warranty Terms & Provisions

This Limited Warranty does not apply to nor cover nonconformities that are caused by, result from or arise in connection with any of the following conditions:

- **Non-Compliance with applicable Product requirements and technical data.** Any Product that has been subjected to site conditions, substrate conditions, installation methods, maintenance procedures and/or conditions of use that are not in strict conformity with the associated Technical Data Sheets, Installation Instructions, Maintenance Documents and any other relevant technical documents.
- **Non-Compliance with applicable industry guidelines.** Substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines.
- Installation of Product with unapproved installation materials, methods or tools, including but not limited to the recommended underlayment type, repair products and all accessories.
- Joint failure, cracking, warping, delamination, curling, or other phenomena caused by excessive heat sources, such as prolonged direct sunlight, radiators, self-cleaning ovens and high-heat equipment.
- Fading or discoloration of the surface due to excessive UV/IR exposure.
- Stains from tracked carpet dyes, fertilizers, coal, tar, driveway sealers, oil, permanent markers, or other such contaminates.
- Restriction of the natural expansion and contraction of the flooring by any means.
- Substrate failure, movement or imperfections, including improper flatness or damage.
- Heavy static loads (> 250 PSI) and heavy point loads, such as foot traffic with stiletto heels, spikes or skates, dropped items, improper floor protectors and furniture feet/rests or floor protection and furniture feet/rests that do not make adequate flat contact with the floor covering.
- Heavy rolling loads (> 250 PSI), such as electric wheelchairs, hospital beds and rolling loads with metal wheels, hard H-type wheels or any other wheel types that do not make adequate flat contact with the floor covering.
- Damage caused by mechanical issues, intentional abuse, misuse, negligence, structural damage, seismic activity, flooding, fires, and other emergencies, natural disasters or any circumstances beyond the reasonable control of the Manufacturer.
- Any resulting health issues or property damage resulting from organic growth resulting from any type of water trapped beneath the floor covering and the latent organic material found within it, which may sponsor organic growth, such as mold, mildew, and fungi.
- Normal shade, color, gloss/sheen, or embossing texture variation, including variations between installed flooring and physical flooring samples or printed marketing materials.
- Excessive wear caused by improper maintenance, dirt, grit, and/or abrasive debris.
- Excessive moisture and alkalinity from the subfloor or substrate.
- Excessive topical water caused by broken or leaking plumbing, structural leaks, sink overflow, flooding, weather conditions and other water emergencies.
- Installations removed or replaced prior to inspection by an authorized DuraDecor representative.

4. Slip Resistance Warning

Walking is an enormously complex activity involving many muscles, bones and nerves, as well as kinesthetic sensory information. There are several significant factors that directly affect slip resistance properties, such as the type, texture and surface structure of floor covering, surface contaminates, type of shoe soles and the walker's weight, age, gait, fitness level, awareness, and vision. There are no published requirements or acceptable limits for Static Coefficient of Friction (SCOF) or Dynamic Coefficient of Friction (DCOF) values within the resilient flooring industry, though there may be for other flooring types. While independent test results are available, that does not purport to address any safety concerns of slip resistance, the accuracy of all test methods, safety thresholds, or the measuring apparatus' (tribometers). This includes factors outside of the reasonable control of the Manufacturer, such as Product maintenance. No warranty for any slip resistance properties can be provided.

Note: Walking on any vinyl floor covering in socks or similar is not recommended, especially on stairs.

5. Warranty Claims

If, within the applicable warranty period identified in Article 2.1 and 2.2, the Customer discovers any problems or defects in the Product that may be covered by this Limited Warranty, the Customer must notify the distributor or the Manufacturer directly at 1-(855) 700 - 5666 or customercare@duradecor.com. All claims must include a completed claim form, along with any associated photos, invoices, pre-installation testing reports and all independent inspection reports conducted after problems or defects are observed or suspected.

All claims must include a completed claim form, along with any associated photos, invoices, pre-installation testing reports and all independent inspection reports conducted after problems or defects are observed or suspected. Attic stock may be required to verify the validity of product claims. Failure to provide attic stock could lead to product claims being declined, especially in the event that third-party products, such as but not limited to adhesives, accessories and underlayments, are used in conjunction with The Product.

If Manufacturer determines that the Product is covered by this Limited Warranty, then Manufacturer shall, at its sole option, replace the nonconforming Product or refund the appropriate percentage of the purchase price and labor cost paid for each defective Product for the affected area, per the associated pro-rated schedule. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period has ended.

Manufacturer or its designated representative shall have the right to examine the Product and the flooring, including the right to test the flooring and/or substrate at the installation site, with respect to any Product that is the subject of a warranty claim. Any removal of installed Product prior to such examination will void any and all warranties. Manufacturer may require additional testing or verification of any tests conducted or obtained by the Customer.

6. Warranty Disclaimer

The warranties set forth herein are exclusive and in lieu of all other warranties or representations, express or implied, arising by law or custom, including the implied warranties of merchantability and fitness for a particular purpose. No agent, sales representative, dealer, distributor, contractor, installer, architect or designer has the authority to increase or alter seller's obligations under this warranty. This Limited Warranty does give you specific legal rights; you may also have other rights, which may vary from state to state.

7. Limitation of Liability

The aggregate cumulative total liability of Manufacturer hereunder, whether for breach of warranty or contract, indemnification, tort (including negligence), or otherwise, shall not exceed the original purchase price of the nonconforming Product. Manufacturer assumes no liability for labor costs in the installation or replacement of any Product with visible and obvious (> 0.5-inch) defects. In no event shall Manufacturer be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Product, from breach of any warranty or from any other cause, whether or not Manufacturer has been informed of the possibility of such damages.