Warranty Statement Rigid Core Multilayer LVT

A&A surfaces

LIFETIME LIMITED RESIDENTIAL (WITH DENT WARRANTY*), 20 YEAR LIMITED LIGHT COMMERCIAL, 15 YEAR LIMITED COMMERCIAL

A&A Surfaces warrants to the original purchaser only that it's Rigid Core Multilayer LVT will be free from manufacturing defect and this products wear layer will not wear through the decorative layer under normal use for a period as stated under from the date of purchase. Defect is defined as shortfall in the product to perform to specifications as disclosed in the product or trade literature and within industry allowable tolerance.

THE WARRANTY DOES NOT COVER

This warranty is the sole warranty extended for this product.

- Improper installation - includes issues relating to installing the wrong product, unsuitable sub floor, improper conditioning of job site and flooring material, technique, adhesives, extreme temperatures and sun light during installation etc.
- Improper use or abuse - includes issues from mishandling the product, physical or chemical abuse, improper care and maintenance, leaks from appliances and plumbing, high heels, pet nails, mats or area rugs constructed of rubber or PVC, installing residential product in a commercial environment etc.
- Fading or discoloration or other damage due to excessive temperatures or sunlight.
- Flooring installed on stairs.

A&A Surfaces disclaims any and all other warranties express or implied, including but not limited to, warranties of merchantability of fitness for a particular purpose.

This is a manufactured product and is subject to variations due to an inherent variability in raw materials and production processes. Certain tiles may have higher levels of variations. All material should be inspected prior to installation. Visual defects or nonconformities apparent prior to installation will void this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 30 days of defect discovery will void this warranty.

A&A Surfaces liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB **A&A Surfaces** facility or, at **A&A**'s option, refund of the purchase price of such defective goods. If product is unavailable or discontinued, **A&A Surfaces** reserves the right to select and supply similar material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property.

Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyers agreement with **A&A Surfaces**. Any suit or other legal action that the Buyer may bring against **A&A Surfaces** arising out the sale of this tile must be filed within 12 months from the date of **A&A Surfaces** alleged breach. Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against **A&A Surfaces**.

A&A Surfaces does not warrant product installations that violate building codes. Local building codes may dictate minimum tile performance specifications. Natural stone products inherently lack uniformity and are subject to variation in color, shade, finish, etc. It is recommended to blend tiles from different boxes when installing. Natural stones may be characterized by dry seams and pits that are often filled. The filling can work its way out and it may be necessary to refill these voids as part of a normal maintenance procedure. All natural stone products should be sealed with a penetrating sealer.

This warranty gives you specific rights and you may also have other rights, which vary from state to state. This One Year Limited Warranty is limited to the original purchaser of the **A&A Surfaces** product. In newly constructed single-family residences where **A&A Surfaces** product has been installed, the warranty is available to the original owner and resident and is non-transferable.

TO OBTAIN REMEDIES

To obtain remedies under this Warranty, **A&A** must receive Consumer's claim before the end of the Warranty Period.

1. Notify **A&A Surfaces** upon discovery of any defect.
2. An **A&A** associate or an authorized representative will inspect and/or test the product for defect.
3. Once the defect is validated, **A&A Surfaces** will notify the buyer in writing. **A&A Surfaces** reserves the right to remedial action in the form of repair, replace or refund the originally purchased product.