

# Floorworks®

## Technical Data

### Description

Floorworks® emulates nature's patterns and colors. Authentic-looking, cutting-edge with standard designs and custom options available, an extremely durable and easy to install and maintain luxury vinyl tile or plank.

100% phthalate-free resilient vinyl flooring manufactured with water-based inks and no heavy metals in an ISO 9001 and 14001 certified facility.

### General Information

This product must be used for interior applications only and be installed by professional installers that have sufficient professional liability insurance coverage (aka Errors and Omissions Insurance) for the project.

Mats Inc. recommends installing and maintaining entrance matting at all outdoor entrances; this will improve air quality, reduce maintenance costs, and lengthen the life of your floors.

Proper glides must be used on all furniture that may slide directly across the floor. Heavy objects must not be moved directly across the floor; use protective boards.

Direct sunlight can cause UV damage (fading or bleaching) to most interior finishes, so Low E glass should be selected that will reduce the UV transmission to less than 1%. If not, applying 3M™ protection film (or similar) on the windows is recommended.

### Adhesive & Coverage

- MI 1000 Adhesive, coverage is approximately 150 - 175 sq. ft. / gal, or
- Spray-Lock 6500 Adhesive, coverage is approximately ~ 150 - 185 sq. ft. / can.

Apply with a 1/32 inch x 1/16 inch x 1/32 inch U-notched trowel (FFA).

**Note:** Areas with heavy rolling loads must use Spray-Lock 6500 Adhesive only.

### Concrete Moisture Limits

- MI 1000 Adhesive, 90% RH used Wet-set over porous substrates only.
- MI 1000 Adhesive, 90% RH used Semi-dry over non-porous substrates.
- MI 1000 Adhesive, 95% RH used Semi-dry over porous concrete subfloors only.
- Spray-Lock 6500 Adhesive, 95% RH, 11pH.

**Note:** It may not be the flooring contractor's responsibility to conduct moisture testing. It is, however, the floor contractor's responsibility to make sure these tests have been conducted and that the results are acceptable prior to installation.

Test following the protocol of *ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes*, the results must not exceed the published limits.

All on or below grade concrete subfloors must have a confirmed effective vapor retarder pre-installed underneath that meets the requirements of *ASTM E1745 Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs*. If not, then use a moisture mitigation system that conforms to *ASTM F3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings*. This system must be applied following the manufacturer's written instructions.

**Note:** All ASTM documents are available from [astm.org](http://astm.org).

### ASTM Specification

*ASTM F1700 Class III Heterogeneous.*

Meets the requirements of <i>ASTM F1700 Standard Specification for Solid Vinyl Floor Tile</i> .	
<b>Wear Layer</b>	0.5mm (~20 mils), options available by SKU: 0.7 mm, 0.8 mm, or 1.0 mm.
<b>Weights</b>	Weight: ~ 1lbs. / sq. ft. (3mm).
<b>Sizes</b>	<ul style="list-style-type: none"> <li>• Thickness: 3mm, options available by SKU: 2.0 mm, 2.5 mm, or 5.0 mm.</li> <li>• Tile Size: Varies by SKU: 12" x 18", 18" x 18", 12" x 24", 12" x 12", 36" x 36", 12" x 36" and 18" x 36".</li> <li>• Plank Size: Varies by SKU: 4" x 36", 6" x 36", 6" x 48", 3" x 36", 9" x 36" and 7.2" x 48".</li> </ul>
<b>Case Size</b>	36 sq. ft. per case.
<b>VOC Emissions</b>	Floorworks®, MI 1000 and Spray-Lock 6500 are all FloorScore® Certified.
Verified third-party FloorScore® certificate is available and meets the CA 01350 requirements.	
<b>Burning Characteristics</b>	Meets Class 1.
Meets Class 1 per <i>ASTM E648 Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source</i> , which requires > 0.45 w/cm <sup>2</sup> or higher. Also meets <i>ASTM E662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials</i> , which requires ≤ 450.	
<b>Slip Resistance</b>	≥ 0.8, tested both wet and dry.
When tested to <i>ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine</i> . This product is not suitable for ramps.	
<b>Stain Resistance</b>	
Exceeds <i>ASTM F925 Standard Test Method for Resistance to Chemicals of Resilient Flooring</i> . However certain chemicals may cause staining of vinyl flooring. Traffic stains may be caused by asphalt and rubber products, like rubber mats. Please conduct stain test before installation.	
<b>Indenting</b>	Exceeds requirement.
Tested according to <i>ASTM F970 Standard Test Method for Measuring Recovery Properties of Floor Coverings after Static Loading</i> . Requiring a residual indentation of ≤ 0.005-inch with 175 lbs. load, this was achieved with a 1000 lbs. per square inch load.	
<b>Sound Insulation</b>	<ul style="list-style-type: none"> <li>• 3mm and Floor FX underlayment (6-inch slab) IIC 52 (ΔIIC 24).</li> <li>• 3mm and Underfloor MC underlayment (6-inch slab) IIC 50 (ΔIIC 22).</li> <li>• 3mm and Underfloor QC underlayment (6-inch slab) IIC 47 (ΔIIC 19).</li> </ul>
Tested according to <i>ASTM E2179 Standard Test Method for Laboratory Measurement of the Effectiveness of Floor Coverings in Reducing Impact Sound Transmission Through Concrete Floors</i> .	
<b>Color &amp; Light Stability</b>	Meets requirement.
When tested according to <i>ASTM F1514 Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change</i> , and <i>ASTM F1515 Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change</i> , these test methods require a Delta E value of ≤ 8.0.	
<b>Dimensional Stability</b>	Meets requirement.
Tested according to <i>ASTM F2199 Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat</i> the results are - 0.05% in both length and width.	
<b>Warranty</b>	10 - 20 years.

Floorworks® 3mm has a limited warranty (available at [www.matsinc.com](http://www.matsinc.com)) of 10 years for heavy commercial, 2.5mm has 10 years for light commercial and both are 20 years for residential use when installed and maintained according to the product instructions.

## LEED v4

### Information

Many finishing products have the potential to contribute points to LEED v4. However, the credits can only be gained when calculating the combined performance of all the products used on a particular LEED project; therefore no single product can guarantee you will obtain LEED v4 credits.

Floorworks® may contribute to the following LEED credits (points), the following is based on LEED NCv4:

#### **v4 MRp2: Material and Resources – Construction & demolition waste management planning:**

- The tiles or planks reduce waste from the installation process, reducing waste in landfills.
- Made from recyclable material and / or is a reusable product, reducing waste in landfills.

#### **v4 MRc1: Material and Resources – Building life-cycle impact reduction:**

- Option 3. Building and material reuse. This product can be reused or salvaged from off-site or on-site as a percentage of the surface area. Note: Materials contributing toward this credit may not contribute toward MRc3.

#### **v4 MRc2: Material and Resources – Building product disclosure and optimization, environmental product declarations:**

- Option 1. Environmental product declaration (EPD) is available.

#### **v4 MRc3: Material and Resources – Building product disclosure and optimization, sourcing of raw materials:**

- Option 2. Sourcing of raw materials.
  - Recycled content. Recycled content is 28% pre-consumer.

#### **v4 EQc2: Indoor Environmental Quality – Low emitting materials:**

- Option 1 (Flooring). General emissions evaluation. Verified third-party FloorScore® certificate is available and meets the CA 01350 requirements.
- Option 1 (Adhesives). Verified third-party FloorScore® certificate for MI 1000 Adhesive and Spray-Lock 6500 are available.
- Option 2. Budget Calculation Method.

## Conditions & Storage

### Conditions

Areas must be enclosed weather tight and properly conditioned at a constant ( $\pm 5^{\circ}\text{F}$ ) service temperature that is between  $65^{\circ}\text{F}$  and  $80^{\circ}\text{F}$  with ambient relative humidity between 35% - 65%. In addition, the substrate surface must be at least  $5^{\circ}\text{F}$  above dew point for 72 hours prior to, during, and for 24 hours after the installation.

**Note:** Dew point calculators are available on the web. Windows etc. must also be covered for 2 hours prior, during, and for 24 hours after installation.

## Storage

Planks/Tiles must be delivered on-site at least 48 hours before installation. Deliver the material to the job site, remove them from the pallet, and restack on a hard, flat, smooth surface with a maximum of 5 boxes high. If the material is flattened, distorted or otherwise damaged during storage or transporting, do not install it.

## Preparation

### Warnings

All Safety Data Sheets (SDS) and Warranty requirements must be read, understood and followed. The Occupational Safety and Health Administration (OSHA) has exposure limits for people exposed to respirable crystalline silica; these limits must be followed. All local, state and federal regulations must be followed, this includes but is not limited to the removal of in-place asbestos-containing material.

### Wooden Subfloors

Unless stated otherwise all wooden subfloors must be prepared in accordance with *ASTM F1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring*. The substrate must be clean (without contaminants), dry ( $\leq 8\%$  moisture content) and structurally sound and smooth enough for the project.

Wood floors must be double layer construction with a minimum total thickness of 1 inch. The subfloor must be rigid, free from movement, and have at least 18 inches of well-ventilated air space below. Sleepers must not be directly in contact with concrete or earth, and the ground beneath the subfloor must be covered by a suitable vapor retarder. Do not install directly over Masonite™, Lauan, fire retardant products, particle or chipboard. Then proceed to "Smooth & Flat".

**Note:** Joints in plywood may show (mirror) through to the finished flooring as wood will expand and contract with changes in ambient humidity levels.

### Gypsum Subfloors

Unless stated otherwise all Gypsum subfloors must be prepared in accordance with *ASTM F2678 Standard Practice for Preparing Panel Underlayments, Thick Poured Gypsum Concrete Underlayments, Thick Poured Lightweight Cellular Concrete Underlayments, and Concrete Subfloors with Underlayment Patching Compounds to Receive Resilient Flooring*. Then proceed to "Smooth & Flat".

### Concrete Moisture

#### Vapor Retarder & Mitigation:

All on and below grade concrete slabs must have a confirmed and effective vapor retarder installed directly underneath the slab that meets the requirements of *ASTM E1745 Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs*. If this cannot be confirmed then use a moisture mitigation system that conforms to *ASTM F3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings*. This system must be applied following the manufacturer's written instructions.

#### Moisture Limit:

Testing must be performed in accordance with the current *ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes*. The results must not exceed the following:

- MI 1000 Adhesive, 90% RH used Wet-set over porous substrates only.
- MI 1000 Adhesive, 90% RH used Semi-dry over non-porous substrates.
- MI 1000 Adhesive, 95% RH used Semi-dry over porous concrete subfloors only.
- Spray-Lock 6500 Adhesive, 95% RH, 11pH.

### Concrete Porosity

The subfloor must be tested for porosity according to *ASTM F3191 - Standard Practice for Field Determination of Substrate Water Absorption (Porosity) for Substrates to Receive Resilient Flooring*.

**Note:** The water droplet must be absorbed within 5 minutes to be considered porous. Diamond grinding (or similar) the concrete surface open to make it porous is acceptable.

### Concrete Subfloors

Unless stated otherwise, all concrete subfloors must be prepared in accordance with *ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring*. The substrate must be clean (without contaminants), structurally sound and smooth enough for the flooring and end user. When required, use only commercial grade leveling or patching compounds with  $\geq 3000$  psi that also meet the moisture requirements of the subfloor. If the subfloor has standing water, hydrostatic pressure, ASR, or if chemical adhesive removers have been used, do not install; contact the Mats Inc. Technical Department.

### Underfloor Heating:

This is suitable providing the adhesive line does not exceed 85°F, and the system is not used for 72 hours after the installation. When it is used, the temperature must not be increased more than 5°F per day, or thermal shock may cause bond failure.

### Joints & Cracks:

No expansion joint or moving joint should be covered over or filled as subfloor movement may cause installation failure. Use a suitable industry standard expansion joint assembly system as required.

### Leveling & Patching Compounds:

If required, meet the "Smooth & Flat" requirements (below), using a commercial grade ( $\geq 3000$  psi) suitable leveling underlayment or suitable patching compound, following the manufacturers written instructions and limitations. These must also meet the given moisture level and allow it to cure/dry before proceeding.

### Other Subfloors

Do not install over any rubber floor; for all other subfloor/substrates contact Mats Inc. Technical Department. Mats Inc. accepts no liability for any failure due to other manufacturers flooring products or the possible breakdown of that flooring bond from the subfloor for any reason.

### Smooth & Flat

All substrates must be both smooth (ridge-free) and with a minimum flatness and gradient tolerance of  $\leq 3/16$ -inch over 10-ft.

## Installation Instructions

### Tools

Personal protective equipment (PPE) – 3M™ Easy Trap Duster – tape measure – straight edge – pencil – string line – utility knife with blades – scribing tool – thermo-hygrometer – 100-lb. three section roller – Infrared thermometer – adhesive trowel handle with FCA blades – camera phone.

### Layout

Follow the detailed layout drawings provided, or agreed upon by the designer, architect or end user. Calculate and mark out your start lines using a string line, straight edge, and pencil.

The material layout should be decided by the architect, designer or end user, however, for planks, Mats Inc. recommends the head or cross seams are at least 12 inches apart and random (without any pattern repeating). In general, the length of plank should be installed in the same direction as the length of the room, but other options are acceptable.

If the flooring has any visible defects, do not install any flooring; contact the Mats Inc. Technical Department immediately.

### Installation

First, ensure the area is clean using a Hepa filtered vacuum. Following your start lines, apply the selected adhesive to a workable section of the floor, not so large an area to avoid late placement into the adhesive bed. After the appropriate open-time, install the flooring following the start lines exactly. Trim and install all cuts as you go, do not allow the adhesive to dry. If it does, remove and replace the adhesive.

Do not pressure fit or allow the seams to peak. Prior to starting the next section and before the working time expires, use a 100-lb (45kg), three-section floor roller, slowly roll the entire floor in each direction at least three times, repeat these steps for the remaining floor. Once finished, roll the entire floor again, until no longer required.

### Adhesive Application

**MI 1000 Adhesive:** This can be used either as a wet-set or semi-dry adhesive, depending upon the porosity of the substrate. Apply using a 1/32 inch x 1/16 inch x 1/32 inch U-notched trowel (FFA). The adhesive must be applied at an angle of approximately 60° to the prepared substrate without voids or puddles. Do not make any sharp turns with the trowel to avoid an uneven application of the adhesive. Do not re-notch trowels; replace them as required.

**Wet-set:** Providing the substrate is porous, and humidity levels are correct, the flooring may be correctly placed into the adhesive after approximately ten minutes of open time, depending on site conditions.

**Semi-Wet:** When the substrate is non-porous, allow the adhesive to become dry to the touch, then immediately and correctly place the flooring into the adhesive. The timing will depend on the humidity levels and porosity of the substrate. **Important:** Install the flooring into the exposed adhesive within two (2) hours after it has become "Semi-dry" or "Dry-to-the-touch" and do not allow the adhesive to become contaminated with dust or anything else; if it does, remove the adhesive and apply fresh adhesive.

**Spray-Lock 6500 Adhesive:** Mark out the floor (pencil) into ~ 150 -185 sq. ft. sections. Clean the substrate again using a flat mop and "3M™ Easy Trap Duster sheets", or similar. Wipe your hand across the substrate, if dust is transferred then repeat or wash the floor until it is clean.

Apply the adhesive following the instructions on the can.

Shake the aerosol cans well before use. Protect from overspray using a spray shield, cardboard or similar. Spray the adhesive 20-30 inches from the substrate while walking from right to left. The adhesive should spray out in a white mist and fall like snow, following the spray pattern on the label.

Wait 10-20 minutes for adhesive to dry before installing the flooring. There should be no transfer of adhesive to finger. The flooring must be installed within 2 hours. Do not allow the adhesive to over-dry, become contaminated with dust or similar.

### Clean-up:

Remove any adhesive from the surface using a clean damp cloth; if fully cured then use 70% Isopropyl alcohol. Repeat these steps for the remainder of the floor.

## Maintenance Instructions

### Precautions

Do not perform any wet maintenance procedures for 72 hours after the installation to allow the adhesive to cure, unless the MI Success Tape was used; then it can be cleaned immediately.

Always post "wet floor" signs and/or "caution tape" when wet maintenance is going to be performed. Prohibit foot traffic until the floor is completely dry. Remove all metal objects prior to wetting the flooring. Follow facilities Standard Operating Procedures (SOP). All Safety Data Sheets and product label instructions must be read understood and followed prior to using the product.



### Initial Cleaning (after installation)

Dust mop or vacuum the floor to remove dirt or grit.

**Note:** This is the single most important maintenance activity for preserving the appearance and performance of the floor and is typically the most overlooked and omitted.

Wet mop the entire floor using a suitable neutral cleaning solution like Diversey Profi or similar. Allow the solution a dwell time of approximately 5 minutes. Scrub the flooring using a suitable auto-scrubbing machine or floor scrubber (~ 175 RPM) with a red pad. For small areas, a soft nylon broom and wet vacuum may also be used. Wet vacuum up the soiled solution. Rinse with clean water. Remove using a wet vacuum, and allow the floor to dry.

### Floor Finish

An acrylic floor finish can provide protection from wear, staining, and soil in addition to the desired gloss level especially for medium to high traffic areas. Floor finishes are applied using the recommended mop and allowing the recommended drying time between coats. In most cases, buffing the floor will maintain the gloss level. It is important when buffing that the floor is thoroughly cleaned first.

When selecting floor finishes, use those recommended for solid vinyl floor tile. Suggestions are Mats Inc. Duo-Seal or other suitable product like Diversey Carefree® Matte Floor Finish. Apply 2-3 thin coats of a using a flat microfiber mop. Allow drying time between each coat.

The frequency for re-applying the floor finish will vary based on the application, traffic, and end-user preferences. To reapply, first, perform a "Deep Cleaning".

**Note:** In certain types of applications it is possible to maintain Floorworks® products with a low gloss without the use of floor finish. Light traffic areas or moderate traffic areas with cleaning and entrance mat programs are essential for a "non-coated" system. A light buffing with a soft white pad will maintain a low gloss level.

### Daily Cleaning

Dust mop or vacuum the floor to remove dirt or grit. Damp mop using a flat microfiber mop and Mats Inc. Duo-Clean or a suitable neutral cleaning solution. Change the microfiber head as often as required and allow the floor to dry prior to use.

Large or heavily trafficked areas should use a suitable auto-scrubbing machine or floor scrubber (~ 175 RPM) with a red pad and Mats Inc. Duo-Clean or a suitable neutral cleaning solution and allow the floor to dry prior to use.

Scrub and wet vacuum up the soiled solution. Rinse with clean water then wet vacuum it up and allow the floor to dry prior to use.

### Deep Cleaning

This may be required when your routine cleaning is not meeting your expectations. Dust mop or vacuum the floor to remove dirt or grit.

Wet mop the entire floor using Mats Inc. Duo-Clean or a suitable neutral cleaning solution. Allow solution a dwell time of ~ 5 minutes. This should be performed using a suitable auto-scrubbing machine or floor scrubber (~ 175 RPM) with a red pad. For small areas, a medium nylon broom and wet-vacuum may also be used.

Scrub and remove the soiled solution using a wet vacuum. Rinse with clean water then wet vacuum it up and allow the floor to dry prior to use.

### Additional Information

Do not use dust mops treated with oils or silicones, acetone, strong alkaline cleaning agents, scouring powder, strong solvents, or abrasive cleaning pads, as these can damage the product.

Some materials are known to cause staining on vinyl floors. Typical examples include: asphalt and bitumen materials, cardboard/hardboard (wet), fire treatment and maintenance materials used on carpets could transfer to vinyl flooring and cause staining, dyes from printed literature or packaging, rubber-backed carpets and rubber mats, rubber furniture rests and wheels, shoe soles not made from non-staining materials, heat degradation, some chemicals used in cleaners e.g. pine oil.

**Note:** These instructions supersede any verbal or written instructions from Mats Inc. representatives, and must be followed in order for the Floorworks® warranty to be in effect.

## Limited Warranty

Mats Inc. (“SELLER”) warrants that Floorworks® by Mats Inc. (the “Product”) sold to the first end user (“END USER”) will be free of manufacturing defects in materials provided that Product is stored, installed, and maintained strictly in accordance with the SELLER’s instructions for a period as provided in Section IV of this Limited Warranty.

**Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations, and disclaimers.**

This Limited Warranty applies only to installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

### I. Installation and Maintenance Requirements

This Limited Warranty applies only if:

- (A) The Product is installed on a properly prepared subfloor as detailed within the product installation instructions and *ASTM F710 Standard Practice for Preparing Concrete Subfloors to Receive Resilient Flooring*; and
- (B) The Product must be installed properly following the installation instructions by professional flooring installers experienced at installing resilient commercial floor covering products and having sufficient professional liability insurance coverage (aka Errors and Omissions Insurance) for the project; and
- (C) The product is maintained according to the SELLER’s instructions furnished to END USER at the time of purchase; and
- (D) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER or damage done to the product by anyone other than SELLER.

### II. Method for Obtaining Warranty Service

To obtain a replacement product under this Limited Warranty, END USER must:

- (A) Provide SELLER with a written notice of any alleged defect within the warranty period stated in Section IV and ten (10) days of its discovery; and
- (B) Ship the photographs of the defective product(s) to SELLER at 179 Campanelli Pkwy., Stoughton, MA 02072 with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

### III. Warranty Service Provided

- (A) If the Product shall be proved to SELLER’s satisfaction to be defective, within the applicable warranty period described below, SELLER’s obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER’s sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be SELLER’s sole obligation and END USER’s exclusive remedy hereunder and shall be conditioned upon END USER fulfilling its obligations under SELLER’s Warranty Claim Procedures.
- (B) Pursuant to Subsection (A), SELLER’s warranty services will specifically include providing END USER with alternative floor covering of comparable quality and/or carry out necessary repairs of the Product to cover the remainder of the warranty period. This includes material cost only and does not include labor.

### IV. Warranty Period

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty. The length of the Floorworks® 3.0mm warranty period is 10 years for heavy commercial or 20 years for residential, starting from the date of shipment of the Product from SELLER’s manufacturing or distribution facilities, including motor drive or other means of transportation.

### V. Exclusions from Warranty



- (A) This Limited Warranty does not apply to Product which has been discontinued or to a particular color or design which has been discontinued at the time of sale or to Product sold as seconds or B- grade.
- (B) The following is not included under this Limited Warranty:
1. Color deviations as compared to physical, printed, and/or electronic representations;
  2. Damage including scratches, splinters or marks on the Product from shipping, unless SELLER is notified as soon as the Product is received by the END USER;
  3. Damage caused by improper storage and handling prior to installation;
  4. Damage or indentation due to spiked heels, pallet jacks, sharp objects or to point loading in excess of the static load limit for the Product as tested by *ASTM F970*;
  5. Damage due to excessive wear from inadequate protective matting at entryways and landings;
  6. Damage caused by exposure to petroleum distillants (solvents, chlorine, acidic chemicals), car tires, alcohol, keystones, Sharpies, markers or paints etc., asphalt and bitumen materials, wet cardboard or hardboard, fire treatment and maintenance materials transferred from carpets that may cause staining, dyes or printing from packaging, prolonged contact with rubber mats or rubber backed carpets, rubber furniture rests or wheels and shoe soles not made from non-staining materials or industrial and pine oils;
  7. Damage caused by excessive moisture or alkali in the concrete slab;
  8. Damage caused by misuse or unreasonable use and/or negligence;
  9. Damage caused by improper installation or maintenance including adhesives, sealers or other accessories;
  10. Damage caused by furniture, appliances, fixtures, and equipment that is not properly leveled with appropriate protective glides, casters and/or floor protectors;
    - i. Glides must be a minimum of 1inch in diameter.
    - ii. Glides must be flat, smooth and slightly rounded.
  11. Damage caused by extended direct exposure to UV sunlight or heat degradation (over 140°F);
  12. Labor costs for removing and/or re-installing replacement and associated freight costs are not covered under this warranty.

## VI. Limitations on Warranty

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf.

**SELLER disclaims any express warranty not provided herein and any implied warranty, guarantee or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, and inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of the product.**

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

## VII. Sellers Liability

SELLER's liability with respect to the Product sold to END USER shall be limited to the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by SELLER, or any undertaking, acts or omissions relating thereto.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, downtime, shut down or slow down costs, or for any other types of economic loss, and for claims of END USER's customers or any third party for any such damages. **SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.**

## VIII. Miscellaneous



Every step of the way

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.