

## LIMITED LIFETIME WEAR WARRANTY

We warrant our floor products to be free from manufacturing defects for a specified length of time from the date of purchase as set forth below.

Collection	Limited Residential Warranty	Limited Commercial Warranty	Limited Defect Free Warranty
Wide Plank	50-year pro-rated wear-through	5-year pro-rated wear-through	1 year

### EXCLUSIVE DEFECT FREE LIMITED WARRANTY

Proximity Mills provides a one (1) year Limited Warranty that the product is free of any manufacturing defects. If such products are found to be defective, Proximity Mills will supply new products of the same or similar style, size, color, grade and gauge for repair or replacement of the defective area and will pay reasonable labor cost if it was professionally installed. Non defective products that were damaged by improper installation would not constitute a valid claim under this Limited Warranty. Proximity Mills reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

### WATERPROOF

Waterproof wood flooring will resist damage from moisture due to wet mopping, and everyday household spills with silicone sealed expansion space and on all cut ends. This product is waterproof, however, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and unaddressed). The moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.

### LIFETIME WEAR-THROUGH LIMITED WARRANTY

Proximity Mills is protected with a wear layer. Proximity Mills warrants that there will be no wear-through of the wear layer for the amount of years indicated for the specific product. "Wear-through" means complete loss of the wear layer so that the wood layer is changed or affected. This Limited Warranty only applies provided the recommended installation and maintenance procedures are followed. For complete details on the Proximity Mills installation instructions and maintenance recommendations, please contact us.

### Terms of wear-through limited warranty

**Within One Year**— If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing within one year of purchase, Proximity Mills will supply new flooring material of similar color, pattern, and quality to replace the defective area. Proximity Mills will also pay reasonable labor costs if professional installation was paid for when the floor was originally installed.

**Within Two Years** — If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing after one year but within two years of purchase, Proximity Mills will supply new flooring material of similar color, pattern, and quality to replace the defective area. Proximity Mills will also pay fifty (50%) percent of reasonable labor costs if professional installation was paid for when the floor was originally installed.

**After Two Years** — If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing after two years but within the warranty period specified above, as

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applicable, Proximity Mills will supply new flooring material of similar color, pattern, and quality to replace the defective area. Proximity Mills will not pay labor costs.

Any claim under this Limited Warranty must include a claim form properly filled out accompanied by a dated proof of purchase or invoice. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### EXCLUSIONS TO LIMITED WARRANTY

- You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. Proximity Mills will not be responsible for any claim for product installed with visual defects.
- Dissatisfaction resulting from unsatisfactory installations due to the presence of excessive alkali, moisture or hydrostatic pressure in subfloors is not warranted.
- Dissatisfaction due to improper installation or maintenance. For additional information for proper installation and maintenance, please contact your retailer.
- Damage caused by fire, flood, moisture intrusion caused by emissions from subfloor, intentional abuse, damage caused by vacuum cleaner beater bar, indentations or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting from sharp objects, asphalt staining and staining from rubber mats, surface scratches, changes in color or sheen appearance when exposed to a natural light source, exterior application or loss due to inconvenience, loss of time, incidental expenses or consequential damages.
- Color variations between samples or printed illustrations and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based polishes or cleaners, or asphalt tracked in from driveways or parking lots.
- Reduction of gloss from use.
- Residential or Commercial installations with heavy wheeled vehicle traffic that permanently indents or damages the flooring.
- This warranty is void if prior to installation if Proximity Mills floors are not acclimated to room temperature (between 60°F and 80°F) at job site for 48 hours or floors are not continuously maintained at such temperature/Humidity.

This limited warranty is made solely to the original purchaser of Proximity Mills Flooring products and is not transferable under any circumstances. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of Proximity Mills, or any other person, is authorized to assume for Proximity Mills any additional liability or responsibility in connection with Proximity Mills products. Consequently, agents, employees, distributors, and dealers of Proximity Mills are not authorized to make modifications to this limited warranty, or additional warranties on behalf of Proximity Mills. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Proximity Mills and should not be relied upon.

**IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY CASE, PROXIMITY MILLS SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING FROM**

Monday, January 11, 2021



## **LIMITED LIFETIME WEAR WARRANTY**

**BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF PROXIMITY MILLS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.**