



## WATERPROOF FLOORING LIMITED LIFETIME WARRANTY

### Limited Residential Warranty

Proximity Mills flooring comes with and is subject to the terms of this Limited Lifetime Residential Warranty. This Limited Lifetime Warranty covers defects in material and/or workmanship which relate to joint integrity, staining, fading, and wear resistance during normal residential use when written installation and maintenance instructions are followed. In addition, the Proximity Mills flooring system (flooring with sealant) is backed with a 10-year Waterproof Flooring System Warranty and a 10-Year All Pet Plus warranty.

### Limited Lifetime Residential Warranty

**Joint Integrity:** Locking system will not fail on selected flooring.

**Stain Resistance:** Flooring will resist staining.

**Fade Resistance:** Flooring will resist fading from exposure to sunlight or artificial light.

**Water Resistance:** Flooring wear layer will not wear through the design layer.

### Topical Residential Water Warranty

**10-Year Topical Residential Water Warranty:** The flooring system will resist moisture damage under normal use.

**10-Year All Pet Plus:** The flooring system will resist moisture, including vomit, urine, and feces, from all domestic pets.

**5-Year Topical Residential Water Warranty:** The flooring system will resist moisture damage under normal use.

**5-Year All Pet Plus:** The Waterproof Flooring system will resist moisture, including vomit, urine, and feces, from all domestic pets.

### General Terms and Conditions for Limited Warranties


Proximity Mills flooring and accessories carry the specific warranties listed above which are subject to the following general terms and conditions:

1. This warranty applies only to the person stated as the buyer on the purchase document(s). This warranty applies only to first quality product purchases made after the edition date of this warranty when the product is installed in an indoor, climate controlled private residence and according to Loch Shield's written installation instructions. The instructions may be viewed at [www.proximitymillsflooring.com](http://www.proximitymillsflooring.com). Product must be maintained in accordance with Syler Group's written instructions.
2. This warranty only applies to defects inherent to the material supplied. It includes the delamination or reduced resistance of the wear layer, but does not include, in beveled-edge products, wear along the edges of the planks less than 3/16" (5mm) from the edge. The lifetime locking warranty on the locking joint only applies to open joints greater than 0.01" (0.2mm). Syler Group will repair or replace the area of defective product at its option. When replacement of the flooring is made, only new planks from the current product range at the time the complaint is upheld will be supplied. There will be no other form of compensation. Responsibility under this warranty only applies to defects that were not visible before or during the installation of the product. If the product was originally professionally installed, Syler Group will cover reasonable labor costs for any defective product.
3. This warranty does not cover damage to the product caused by installation errors. Flooring planks or accessories must be checked carefully for material defects before and during installation and under sufficient lighting. Products with visible defects must not be installed under any circumstances. The distributor or retailer must be informed in writing of such defects within 15 days. After this time has elapsed, no further complaints will be accepted. Color and gloss differences resulting from material added to an existing installation at a later date and from non-warranty repairs are excluded from coverage.

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- To qualify for any repair or replacement, buyer will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase.
- This warranty does not apply to product that has been put to abnormal use or conditions or abused in any way, which includes but is not limited to moisture damage from plumbing, storm, or flood; damage from smoke, fire, or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of the flooring that is unreasonable considering the normal and expected uses of a laminated wood floor in a residential environment; damage of mechanical nature, severe impact or scratches (caused by dragging objects or furniture) or cutting; damage caused by water or moisture trapped beneath the floor due to improper subflooring or underlayment, including but not limited to damage from 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 beneath the floor; or damage caused by moisture left on the floor around the wall base, transitions, and trims. The Limited Lifetime and 10-Year Waterproof Flooring System warranties do not apply to damage caused by events beyond everyday household spills, including but not limited to flooding, standing water, leaking pipes, mechanical, failures or appliance leaks. The damage to the product must be evident, measuring per product unit (plank, accessory, etc.) at least 1.40 square centimeters or 0.5 square inch.
- A suitable mat or sufficiently large transition area at the entrance door(s) must be used to prevent sand and/or dust from damaging the flooring. Scratching during and after installation is not covered. Gloss reduction is not surface wear. The feet of furniture must always be covered with appropriate protective material. Chairs, sofas, or furniture with castors must be fitted with soft rubber wheels, or an adequate protective mat or protective castor cups must be put under this furniture.
- This warranty does not apply to damage from exposure to extreme heat, dryness, or stains as a result of chemical or industrial products (other than recommended cleaning products). The flooring may not be installed in damp and/or humid areas, in extremely dry areas, or areas where there are extremely high temperatures (such as saunas or swimming pool areas).
- Pro Ration of Warranty Period: The Limited Lifetime Residential warranty and 10-Year Warranty periods are prorated for flooring and accessories. The prorated warranty is one that provides for a refund or credit that decreases according to a set formula as follows.

## Limited Lifetime Warranty Proration


Material Proration				
	1st year 100%	6th year 80%	11th year 55%	16th year 30%
	2nd year 100%	7th year 75%	12th year 50%	17th year 25%
	3rd year 95%	8th year 70%	13th year 45%	18th year 20%
	4th year 90%	9th year 65%	14th year 40%	19th year 15%
	5th year 85%	10th year 60%	15th year 35%	20 years plus 10%

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## 10-Year Waterproof Flooring System Warranty Proration

Material Proration		
	1st year	100%
	2nd year	90%
	3rd year	80%
	4th year	70%
	5th year	60%
	6th year	50%
	7th year	40%
	8th year	30%
	9th year	20%
	10th year	10%

## 5-Year Waterproof Flooring System Warranty Proration

Material Proration		
	1st year	100%
	2nd year	80%
	3rd year	50%
	4th year	30%
	5th year	10%

### No Implied Warranties/Special Damages

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, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Implied warranties refers to ones that the law presumes to have been given by the seller even though they are not set out in writing. SYLER GROUP SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY. 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 you. Except for these rights, the remedies provided under these warranties state the entire limit of Syler Group's responsibilities.

For service under this warranty, please contact your local Loch Shield retailer. Describe the problem, and in many cases the retailer can provide you with a solution.

For installation, maintenance, and technical questions, please email: [info@proximitymills.com](mailto:info@proximitymills.com)