MODIN

RIGID PLANK COLLECTION

# LIMITED WARRANTY

# 9" WIDE, 72" LONG, 40 MIL WEAR LAYER 7 MM x 228 MM x 1830 MM / 1.0 MM WEAR LAYER

Congratulations on the purchase of your Modin Rigid Plank<sup>™</sup>. It is manufactured with the

thickest wear-layer available on the market, resulting in unparalleled durability, and an industry leading warranty backing up its superior construction.

#### **RESIDENTIAL WARRANTY**

Flooret® warrants its vinyl plank flooring to be free from manufacturing defects in residential environments for 80 years from the date of purchase.



#### COMMERCIAL WARRANTY

Flooret® warrants its vinyl plank flooring to be free from manufacturing defects in commercial applications for 20 years from the date of purchase.

Warranty Owner: This warranty extends

only to the original end-user. Warranties

are non-transferable. No installer, retailer,

distributor or agent, or employee of

Flooret® may alter the obligations or



limitations of any Flooret® warranty.

Flooret<sup>®</sup> warrants its rigid plank flooring to be free from manufacturing defects for the period of time specified below from the date of purchase.

## WARRANTY COVERS

Your Modin Rigid Plank<sup>™</sup> is warranted against wear from normal conditions, and will resist wearing through the wear-layer and resist water damage under normal use conditions.

It is also warranted against milling, manufactured defects, color fading or discoloring, and edge curling.

Waste factor is an industry term that refers to an allowance for manufacturing defects in flooring and is represented by a percentage. Accordingly, it is warranted that no more than 5% of the total square footage of your purchase will exhibit any manufacturing defects.

## DOES NOT COVER

# Extreme Site and Environmental

**Conditions:** Defects or damages resulting from extreme indoor conditions (such as extreme heat, including from radiant heat, warping due to hydrostatic pressure from excessive subfloor moisture, or exposure to sand); indentations and scratches from excessive use (such as high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors), improper maintenance and accidents; misuse and abuse.

**Gloss Reduction:** Loss of gloss is not finish wear and not a product defect. All finishes lose their luster over time.

**Waste:** Industry standards allow for a limited amount of defective product (5% or under). Although our floors do not typically have any defects, the 10% industry-recommended waste factor will cover this.

Application of Other Finishes: This warranty covers the factory applied finish.



Applying another finish and/or sanding in preparation for another finish may damage the factory applied finish and voids the warranty against finish wear.

**Poor Installation:** Flooret<sup>®</sup> is not liable for damage from improper or negligent installation. This includes damage caused by subfloor and jobsite environmental deficiencies; improper transportation, acclimation and storage; any other methods or techniques that conflict with Flooret<sup>®</sup> Installation Instructions.

**Installed Defective Flooring:** As is industry standard for ALL floor covering, installation constitutes acceptance of visual defects. If you come across a defective board, DO NOT install it.

**Color Variation:** Due to manufacturing run variation and sensitivity to light, vinyl flooring will have color variation, from plank to plank and from box to box. This warranty does not cover minor color variation from samples, or previously installed flooring.

**Color Change:** All flooring is sensitive to light, and will change color over time. This warranty does not cover natural color changes due to exposure to light.

**Consequential Damage:** Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. Further, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered.

#### MAINTAINING WARRANTY

**Inspect for Visible Defects:** Before beginning any installation, you and the installer should examine all planks to

ensure they are satisfactory. If any planks are unacceptable due to color, finish, milling or any other reason, it is up to you to determine to use them, hide them in areas like closets, trim off the imperfection, or not install them at all.

Plan on being present during installation to ensure that all required procedures are completed and planks with visible defects are not installed. It is important to inspect individual planks and to frequently step back to observe the "whole picture" before installation is completed.

# WHAT FLOORET WILL DO

If you floor fails and is within the guidelines of this warranty, we will provide a credit for the purchase price paid for the defective portion of the flooring (excluding any installation costs and labor) in excess of the applicable waste factor mentioned in "What's Covered." A store credit is the sole remedy under this warranty and can be used for store product purchases only. There is no guarantee that the same or a similar product to the original flooring will be available at the time a store credit is issued.

We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location.

UNDER NO CIRCUMSTANCES WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE PURCHASE OF YOUR FLOORING EXCEED THE TOTAL SUM PAID BY YOU FOR THE FLOORING AT ISSUE.

#### YOUR RIGHTS

The terms above represent the sole and exclusive warranty with regard to your Modin Rigid Plank<sup>™</sup> flooring. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SLIP RESISTANCE, FIRE RESISTANCE OR ANY OTHER SAFETY FACTORS NOT SET FORTH IN COMPANY'S SPECIFICATIONS), ARE EXCLUDED, NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED, EXCEPT AS HEREIN EXPRESSLY STATED. THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY. NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.