



Limited Warranty for Laminate Flooring

LIMITED LIFETIME RESIDENTIAL WARRANTY

Xulon Premium warrants to the original purchaser that the flooring will be free of manufacturing defects, and the surface will not wear through, stain or fade from sunlight or artificial light throughout lifetime of the product when used under normal residential traffic conditions.

Wear-through is defined as total loss of pattern in a minimum of 2 square inch area. Scratches and loss of gloss are not considered as wear-through.

If the product wears through, stains or fades, Xulon Premium will at its option replace or refund the portion of the floor in question as covered under this warranty. This warranty does not cover labor, unless professionally installed, nor any other incidental expenses incurred as a result of covered defect. Should the original floor be discontinued, Xulon Premium will replace the defective material with a Xulon Premium floor of equal value.

This warranty is exclusive to the original purchaser and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees or liabilities arising by law or otherwise.

LIMITED 10 YEAR COMMERCIAL WARRANTY

Xulon Premium warrants to the original purchaser that the flooring will be free of manufacturing defects, and the surface will not wear through, stain or fade from sunlight or artificial light for 10 years after the date of purchase of the product when used under normal commercial traffic conditions. Wear-through is defined as total loss of pattern in a minimum of 2 square inch area. Scratches and loss of gloss are not considered as wear-through. Heavier traffic areas such as entry foyers, food preparation areas such as commercial kitchens, and any areas with heavy rolling loads are not recommended. If the product wears through, stains or fades, Xulon Premium will at its option replace or refund the portion of the floor in question as covered under this warranty. This warranty does not cover labor unless professionally installed, nor any other incidental expenses incurred as a result of covered defect. Should the original floor be discontinued, Xulon Premium will replace the defective material with a Xulon Premium floor of equal value. This warranty is exclusive to the original purchaser and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees or liabilities arising by law or otherwise.

Pet Friendly Warranty

Xulon Premium warrants that this laminate flooring will resist permanent staining caused by pet urine (domestic cat or dog) when thoroughly cleaned. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove. Keep pet nails trimmed at all time.

Water Resistant Warranty

Xulon Premium will resist damage from normal wet mopping, steam mopping and everyday household spills. This limited warranty does not apply to moisture damage caused by events beyond everyday household spills, including but not limited to, flooding, standing water, leaking pipes, mechanical failures, appliance leaks or failing to follow the maintenance instructions. When excessive moisture accumulates in buildings or on building materials (for example hydrostatic subfloor moisture) mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and unaddressed). The warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.



GENERAL EXCLUSIONS AND CONDITIONS

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
 - Damage arising from improper installation (for example installation on an unlevel subfloor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use. Damage arising because the flooring is exposed to extreme cold or extreme heat as specified in the provided installation manual.
 - Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab or subfloor, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, or pipes).
 - Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
 - Damage arising because the flooring is installed in an outdoor area, a solarium, an unenclosed porch, a garage or similar area
 - Damage arising because the flooring is not used under normal conditions. Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
 - Damage caused by an act of God (for example a natural disaster).
 - Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
 - Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
 - Flooring that has been damaged or neglected during transportation.
 - Scratches, marks, stains and other damage caused by exposure to “abrasives” such as pebbles, grit, sand, furniture, etc.
 - Damage to click joints or indentation due to heavy rolling loads.
 - Damage of planks coming apart at the seams because they have been engaged / disengaged more than three times. Or damage caused by improper disengagement of the planks.
 - Damage caused by the collections of dirt and moisture at entrances due to the lack of interior and exterior doormats.
 - Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid (must use at least ¼” (6 mm) hard plank) on your floor and gently “walk” the item across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches to the floor.
 - Damage caused by non-compliant casters on furniture. Barrel-type caster wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than 2 square inches. It is the responsibility



of the purchaser and the installer, whether they are professionals or a do-it-yourselfer, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows / discovers or can reasonably be supposed to know / discover (for example when the defect is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew / discovered or can reasonably be supposed to have known /discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and /or statutory warranties.

Any implied warranties, including but not limited to the implied warranties for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair or replace the flooring without our consent will void this warranty. The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision.

FOR WARRANTY SERVICE

You should notify the original retailer of the defect within 30 calendar days after you know / discover the defect and within the validity period of this warranty. Your retailer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, the warranty will not be applicable. In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, molding, underlayment, moisture barrier etc.
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect. Provide additional information requested by Xulon Premium to understand the root cause of the issue.

If we honor a claim under this warranty, Xulon Premium will - at their sole discretion - repair the defective material or Xulon Premium will refund the price of the flooring. If the flooring was originally installed by a certified professional installer and if there is a justified claim within the first 36 months from the date of the original purchase, Xulon Premium will also pay the reasonable labor costs to perform the repair or replacement. This repair or replacement or refund will be a pro-rated percentage cost of the flooring and labor cost.

For the Lifetime Residential warranty, if a claim is made and approved after 1 year of purchase, Xulon Premium will pay a pro-rated percentage of material cost, determined by the number of years from the date of purchase and the remaining period up to 50 years. For example, if the claim is made 20 years after the original purchase, then



Xulon Premium will pay 60% (30/50th) of the material. If the claim is made 50 years or more after the purchase, Xulon Premium will provide you, the original purchaser, with a 5% discount on material only on your next purchase of a Xulon Premium flooring product. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase. No labor will be paid after 36 months.

For the 10 Year Commercial warranty, if a claim is made and approved after 1 year of purchase, Xulon will pay a pro-rated percentage of material cost, determined by the number of years from the date of purchase and the remaining period up to 10 years. For example, if the claim is made 6 years after the original purchase, then Xulon will pay 40% (4/10th) of the material. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase. No labor will be paid after 36 months.

This warranty is limited to the designs, colors, structures and styles available at the time of repair or replacement. If the original is no longer available, Xulon Premium have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value. Xulon Premium will always try to take into account the needs of the customer.

IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, THEN ANY AND ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY TO THE EXTENT ALLOWED BY APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.