

# AquaGuard™ Laminate Flooring

## LIMITED LIFETIME RESIDENTIAL WARRANTY

AquaGuard™ 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 the life 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, AquaGuard 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, AquaGuard will replace the defective material with an AquaGuard 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 15 YEAR COMMERCIAL WARRANTY

AquaGuard™ 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 15 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, AquaGuard 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, AquaGuard will replace the defective material with an AquaGuard 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

AquaGuard warrants that this laminate flooring will resist permanent staining caused by pet urine (domestic cat or dog) when thoroughly cleaned. Urine must be cleaned immediately and not be allowed to dry.

### **30 Hour Standing Water Warranty**

AquaGuard will resist damage from moisture due to wet mopping and everyday household spills removed within 30 hours.

### **Warranty Exclusions**

The owner/installer must inspect the color, finish and quality of the flooring prior to installation. AquaGuard is not responsible for labor costs incurred for flooring installed with visible defects. Isolated floor squeaks are not a defect and are not covered under warranty. This warranty does not cover damage caused by improper installation, negligence, water erosion, abrasion, extreme heat or temperature, cleaning care or maintenance contrary to written instructions provided by AquaGuard, physical abuse or misuse, accidents causing indentation, scratching, impact, cutting, freight damage, alteration, or any wear or damage caused by acts of God. This warranty does not apply if product is installed in areas where condensation repeatedly occurs, or any other areas contrary to the recommendations of AquaGuard, including, but not limited to, exterior applications, unstable/improper subfloors, areas exposed to excessive topical and ground moisture. Protective pads should be used under furniture legs, and mats should be used under any chairs with rolling casters. Pet urine must be wiped up and not allowed to dry.

For the Lifetime Residential warranty, if a claim is made and approved after 1 year of purchase, AquaGuard 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 AquaGuard will pay 60% (30/50th) of the material. If the claim is made 50 years or more after the purchase, AquaGuard will provide you, the original purchaser, with a 5% discount on material only on your next purchase of an AquaGuard laminate 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 15 Year Commercial warranty, if a claim is made and approved after 1 year of purchase, AquaGuard 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 15 years. For example, if the claim is made 6 years after the original purchase, then AquaGuard will pay 60% (9/15th) 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.

AquaGuard excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the term of this written warranty.

AquaGuard assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary

from state to state. AquaGuard reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. No installer, retailer, agent or employee of AquaGuard has the authority to increase or alter the obligations or limitations of this warranty.

### **For Warranty Service**

To make a claim, you may:

- 1) Contact your AquaGuard retailer no later than 30 days after the discovery of the defect. Proof of purchase is required. Your retailer will assist in coordinating a resolution of your claim. OR:
- 2) Contract a certified independent inspector. The inspector should submit a copy of the inspection report directly to your AquaGuard retailer for consideration. Note that while independent inspections are credible and usually reliable, the final decision rests solely with AquaGuard. Only certified inspectors approved in writing, in advance by AquaGuard will be considered.