# Hampstead<sup>®</sup> Laminate Flooring

## Limited Lifetime Residential Warranty

The manufacturer of Hampstead Flooring, hereinafter referred to as "We" or "Hampstead", 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, Hampstead 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, Hampstead will replace the defective material with a Hampstead 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.

## **Residential Warranty Provisions**

For the Lifetime Residential warranty, if a claim is made and approved after 1 year of purchase, Hampstead 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 Hampstead will pay 60% (30/50th) of the material. If the claim is made 50 years or more after the purchase, Hampstead will provide you, the original purchaser, with a 5% discount on material only on your next purchase of a Hampstead laminate flooring product. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase.

#### Light Commercial Warranty

Hampstead warrants to the original purchaser that the flooring will be free of manufacturing defects, and the surface will not wear through<sup>\*</sup>, stain or fade from sunlight or artificial light for 5 years after the date of purchase of the product when used under normal light 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.

#### **Light Commercial Warranty Provisions**

If the product wears through, stains or fades, Hampstead 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, Hampstead will replace the defective material with a Hampstead floor of equal value.

For the 5-year warranty, if a claim is made and approved after 1 year of purchase, Hampstead 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 5 years. For example, if the claim is made 2 years after the original purchase, then Hampstead will pay 60% (3/5th) of the material. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase.

# **Residential & Commercial Warranty Period Terms**

HAMPSTEAD.

Product	Residential	Light Commercial	Heavy Commercial
Laminate Plank	Lifetime	5 Years	N/A

The costs of professional labor will be reimbursed within the approved time frame. Labor charges will be put forth by the Manufacturer, provided that the installation has been performed according to Manufacturer Installation Guidelines, standard industry practices, and use of approved installation materials including but not limited to proper subfloor materials, manufacturer recommended underlayment(s) and accessories

Labor must also be provided by a certified professional flooring installer, and will be paid according to the following schedule:

- Within the first 3 years 100% of labor for reinstall/repair
- After 3 years
  No labor reimbursement provided

## **Light Commercial Location Classification**

Appropriate light commercial settings are light traffic areas, including but not limited to, professional offices and other businesses that do not require daily wet mopping and/or cleaning with harsh chemicals, and businesses that do not require machinery or other heavy objects to be placed or moved across the laminate floor.

## Walk-off mats are required at all entryways

Examples of light commercial settings that may be suitable for laminate flooring include legal offices, jewelry stores, art galleries, counseling offices, and gift stores/boutiques.

Examples of non-approved locations that would be excluded from this warranty are medical examination rooms, public restrooms and bars/pubs. *If you are unsure as to whether your commercial setting will be covered under this warranty, contact your Hampstead retailer for approval.* 

The manufacturer is not responsible for usage that is not in compliance with any regulation or code. Except as otherwise stated in this specific paragraph, this limited commercial warranty includes the above conditions listed in the LIMITED RESIDENTIAL WARRANTY.

## **Residential and Commercial Warranty Limitations**

This warranty does not apply if product is installed in areas where condensation repeatedly occurs, or any other areas contrary to the recommendations of Hampstead, 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 Friendly Warranty:** Hampstead 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.

**Water Resistant Warranty:** Hampstead will resist damage from moisture due to wet mopping and everyday household spills removed within 24 hours. This product is water resistant and not a water barrier. 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.

This warranty does not cover damage caused by leaks or flooding.

## Warranty Exclusions

The owner/installer must inspect the color, finish and quality of the flooring prior to installation. Hampstead 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 Hampstead, physical abuse or misuse, accidents causing indentation, scratching, impact, cutting, freight damage, alteration, or any wear or damage caused by acts of God.

## For Warranty Service

To make a claim, you may:

1) Contact your Hampstead 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 Hampstead retailer for consideration. Note that while independent inspections are credible and usually reliable, the final decision rests solely with Hampstead. Only certified inspectors approved in writing, in advance by Hampstead will be considered.

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 STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAWS HEREBY LIMITED, THE WARRANTIES SET FORTH ABOVE ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AGAINSTMANUFACTURER AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MANUFACTURER, AND ALL RIGHTS, CLAIMS, AND REMEDIES OF PURCHASER AGAINST MANUFACTURER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN GOODS PURCHASED BY THE ORIGINAL PURCHASER FROM ANY AUTHORIZED RESELLER OF MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (C) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MANUFACTURER, ACTUAL OR IMPUTED, AND (D) ANY OBLIGATIONS, LIABILI-TIES, RIGHTS, CLAIMS FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, THEREFORE, THE ABOVE LIMITA-TIONS 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.