# EQUINOX STANDARD

## WARRANTY | LAMINATE

### LIFETIME RESIDENTIAL WARRANTY / 15 YEAR LIGHT COMMERCIAL/MULTI-FAMILY WARRANTY

#### LIFETIME RESIDENTIAL WARRANTY

The Manufacturer warrants that Equinox Laminate flooring:

- Will not stain from normal household consumable items such as food or drink.
- Will not wear through the decorative surface (scratches or reduction in gloss level is not considered wear).
- Will not fade as a result of direct sunlight or household lighting.
- Will be free of manufacturing defects.

#### LIGHT COMMERCIAL WARRANTY

The Manufacturer warrants that for 15 years of light-commercial use from the date of original purchase that Equinox Laminate flooring:

- Will not wear through the decorative surface (scratches or reduction in gloss level is not considered wear).
- Will not fade as a result of direct sunlight, household, or office lighting.
- Will be free of manufacturing defects.

\* Light Commercial is defined as light traffic commercial areas such as business offices and boutique shops. Heavier traffic areas, entry foyers, food preparation areas, or any area where there are heavy rolling loads are not recommended. If there is any question as to whether the site is determined to be light commercial, contact your local distributor.

#### MOISTURE WARRANTY

The Manufacturer warrants the laminate flooring in its original manufactured state to the original purchaser from the date of purchase, under normal residential use, that the surface, when properly installed, shall be resistant to damage from normal household spills resulting in discoloration or structural decomposition. The Moisture Warranty does not cover flooding, surface water puddles standing more than 72 hours, leaking pipes, household mechanical failures, appliance leaks or pet urine.

#### RADIANT HEAT (UNDERFLOOR) INSTALLATION

The Manufacturer warrants to you (the original purchaser) that Equinox Laminate may be installed over water-based radiant-heated subfloors, provided the surface temperature of the system does not exceed 81°F, and the relative humidity levels are maintained between 35% and 55%.

**IMPORTANT:** Due to the speed of sudden temperature changes, which has potential to negatively affect laminate flooring construction, it is not recommended to install Equinox Laminate with electrical radiant heating systems. This will not be covered by The Manufacturer's warranty. Radiant heating systems using water are acceptable.

Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the laminate flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

#### WHAT YOU SHOULD DO IF ANY OF THE ABOVE LISTED PROBLEMS OCCUR

The original residential or commercial purchaser should notify their authorized dealer from which the original purchase was made of any defect no later than 30 days after discovering the defect, but within the same time period of this limited warranty. The original residential purchaser must present to that authorized dealer the following items for a limited warranty claim to be considered:

- A valid proof of purchase in the form of sales receipt which establishes proof of purchase;
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

#### WHAT THE MANUFACTURER WILL DO

If The Manufacturer honors a claim under this limited warranty, they will authorize repair or replacement at the pro-rated percentage cost of the material. For the Lifetime warranty, this percentage is determined by the number of years from the date of purchase and the remaining period up to 30 years. For example, if the claim is made 12 years after the original purchase, then The Manufacturer will pay 60% (18/30th) of the material. If the claim is made 30 years or more after the purchase, The Manufacturer will provide you, the original purchaser, with a 5% discount on material only on your next purchase of this Manufacturer's laminate product.

If professionally installed by a certified laminate installer, The Manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first 3 year from the date of the original purchase. No labor is included for claims later than 36 months after original purchase.

#### **LIMITATIONS & EXCLUSIONS**

If the original design/color/style is no longer available, The Manufacturer reserves the right to substitute another of their design of similar structure and value from which the consumer may select.

This warranty does not apply to any product or products designated or sold as "B" grade, cabin grades, seconds, closeouts or nonstandard items. This warranty does not apply to any product or products designated or sold "As Is".

This limited warranty is valid only in North America, is not transferable and extends only to the original purchaser of flooring installed in the location for which was originally installed. The affected area must be visible and cover an area greater than one square inch. The flooring must be installed in accordance with The Manufacturer's recommended installation instructions. This limited warranty will not apply to damage arising from any of the following:

- Accidents, abuse or misuse;
- Extreme heat or cold;
- Scratching, impact or cutting;
- Improper workmanship or installation not in accordance with The Manufacturer's installation instructions;
- Improper maintenance;
- Improper fabrication;
- Freight damage;
- Damages by acts of God;

• Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by ice makers, refrigerators, sinks, dishwashers, leaking pipes, flooding, standing water, spills when not promptly removed; household mechanical failures, damage caused by water underneath the flooring, including damage from subfloor hydrostatic pressure of other conditions that result in water being below the flooring or natural disasters;

• Planks coming apart at the seams because they have been engaged/disengaged more than three times;

• Installation cost of flooring that contains any manufacturing defect is not covered by this warranty.

The Manufacturer 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.

The Manufacturer 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. The Manufacturer reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. The Manufacturer may repair, replace, or refinish any defective product at its sole discretion. As the sole remedy provided by this warranty, any attempt to repair, replace, or refinish prior to The Manufacturer's optional inspection will void this warranty. No installer, retailer, agent or employee of The Manufacturer has the authority to increase or alter the obligation or limitation of this warranty.