

THE ATELIER SERIES

LUXURY PERFORMANCE VINYL

The Atelier Series® Luxury Performance Vinyl The Sovereign Edition Limited Warranty

WARRANTY OWNER

This warranty extends only to the original end-user. Warranties are non-transferrable. All warranty coverage terminates if you sell or otherwise transfer the Flooring or the property to which the Flooring is attached. No installer, retailer, distributor or agent, or employee of DuChâteau® may alter the obligations or limitations of any DuChâteau® warranty.

WARRANTY PERIOD

30-Year Residential Limited Warranty:

DuChâteau® warrants The Atelier Series® Luxury Performance Vinyl flooring to be free from manufacturing defects in residential environments for 30 years from the date of purchase.

15-Year Commercial Limited Warranty:

DuChâteau® warrants The Atelier Series® Luxury Performance Vinyl flooring to be free from manufacturing defects in commercial spaces for 15 years from the date of purchase.

INSTALLATION

DuChâteau® warrants the installation integrity of these products provided the floor was installed according to The Atelier Series® Luxury Performance Installation Instructions. Installation integrity signifies that the products are installed to the recommendations of DuChâteau® recommended adhesive and installation guidelines.

WORKMANSHIP

DuChâteau® does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Atelier Series® floor should be professionally installed by contractors who have demonstrated expertise in installing resilient floors.

TERMS

If a defect covered by this warranty occurs and is reported in writing to the merchant from which the flooring was purchased within the warranty period specified above as applicable, DuChâteau® will supply new flooring material of similar color and quality to replace the defective area. DuChâteau® will not pay or be responsible for any labor costs.

LIMITATION ON DAMAGES

DuChâteau® excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. DuChâteau®'s sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that DuChâteau® shall repair, at the option of DuChâteau®, or replace the defective material. In no event, including in the case of a claim on negligence, shall DuChâteau® be liable for incidental or consequential damages.

EXCLUSIONS

The following exclusions are not covered under this warranty agreement:

- Dissatisfaction or damage due to improper installation or maintenance.
- Differences in color between products, samples and/or photographs.

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- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors.
- Discoloration, including but not limited to, U.V. light and heat sources.
- Reduction in or loss of gloss.
- Surface cuts, scratches or scuffing from sharp or abrasive objects.
- Failure of the floor to adhere to the subfloor due to, for example, moisture, alkaline or hydrostatic pressure from the subfloor.
- Inappropriate end-user activities.
- Installing over radiant floor heating.
- Damage caused by fire, flooding or intentional abuse.
- Damage caused by vacuum beater bar or use of rubber-backed mats.
- Failure to follow manufacturer's installation instructions.

This limited warranty is void if, prior to installation, this flooring is not acclimated to room temperature (between 65° F and 85° F) at job site for a minimum of 48 hours and, if post-installation, such flooring is not continuously maintained at such temperature. 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.

HOW TO GET SERVICE

First, contact your retailer or distributor. If you have additional questions or concerns, please contact DuChâteau® by telephone at 1-888-DUCHATEAU, by mail at 8480 Miralani Drive, San Diego, CA 92126, or by email at customerservice@duchateau.com. Where possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside DuChâteau®'s control, certain complaints may take longer to resolve. If your complaint has not been resolved by your retailer within 30 days of your notification to the retailer, please contact DuChâteau® directly for further assistance.

YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

GOVERNING LAW, FORUM AND VENUE

This warranty shall be interpreted in accordance with the laws of the State of California, without regard to any choice of law provisions which might otherwise apply in California or elsewhere. DuChâteau® and customer agree that the Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or DuChâteau® flooring.

You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of San Diego, State of California. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.