

## 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 Duchateau® may alter the obligations or limitations of any Duchateau warranty.

## WARRANTY PERIOD

### **20-Year Residential Limited Warranty:**

Duchateau warrants its Duchateau Signature Vinyl DeLuxe® LuxeTech and Guild Portfolio Collections (LVP) flooring to be free from manufacturing defects in residential environments for 20 years from the date of purchase.

### **10-Year Commercial Limited Warranty:**

Duchateau warrants its Duchateau Signature Vinyl DeLuxe® LuxeTech and Guild Portfolio Collections (LVP) flooring to be free from manufacturing defects in commercial spaces for 10 years from the date of purchase.

*Note: Gloss reduction or surface scratches are NOT considered surface wear.*

## INSTALLATION

Duchateau warrants the installation integrity of these products provided the floor was installed according to the appropriate Duchateau Installation Instructions. The flooring must be used only indoors in a dry, climate controlled area. The flooring must be maintained in accordance with Duchateau LVP Maintenance Instructions.

## WORKMANSHIP

Duchateau does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Duchateau 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, Duchateau will supply new flooring material of similar color and quality to replace the defective area. Duchateau will not pay or be responsible for any labor costs. In the event that Duchateau repairs a floor, this warranty shall remain in effect with respect to original floor.

## LIMITATION ON DAMAGES

Duchateau 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. Duchateau'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 Duchateau shall repair, at the option of Duchateau, or replace the defective material. In

no event, including in the case of a claim on negligence, shall Duchateau be liable for incidental or consequential damages.

## EXCLUSIONS

The following exclusions are **NOT** covered under this warranty agreement:

- Inherent variations that are consistent with those of a natural product to include pattern, color and texture do not indicate defective material.
- Dissatisfaction or damage due to improper installation or maintenance.
- Installation of flooring that contains any manufacturing defect.
- Differences in color between products, samples and/or photographs.
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture without protectors.
- Discoloration, including but not limited to, U.V. light and heat sources.
- Reduction in or loss of gloss. Loss of finish gloss over time is consistent with normal wear and tear and is not a product flaw.
- Surface scratches or scuffing.
- Inappropriate end-user activities.
- Damage caused by fire, flooding or intentional abuse.
- Damage caused by vacuum beater bar or use of rubber-backed mats.
- Damage caused by adhesives, adhesive tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or any intentional misuse of products.
- Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, spiked shoes or pets.
- Damage caused by water or problems under the flooring, including but not limited to moisture (except for topical spills), mildew, alkaline substances, hydrostatic pressure, expansion and contraction between planks/tiles and/or humidity levels above those recommended.
- Failure to follow manufacturer's installation and maintenance 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 Duchateau 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 Duchateau'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 Duchateau 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. Duchateau 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 Duchateau 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.