



Expanko Resilient Flooring
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WARRANTY

LIMITED 10-YEAR WARRANTY

Expanko Resilient Flooring warrants that Sereniti Rubber Flooring and Accessories will be free from defects in materials and workmanship for a period of ten years after purchase provided that the warranty set forth shall apply only if such products are installed and maintained in accordance with the written instructions published by Expanko Resilient Flooring. Such warranty shall be voided if such products are removed from the site of their original installation.

TERMS

Within One Year: If a defect covered by this warranty is reported to Expanko Resilient Flooring within one year of purchase, Expanko Resilient Flooring will supply new material of similar color, pattern and quality to replace the defective material; Expanko Resilient Flooring will also pay reasonable labor costs.

Within Two Years: If a defect covered by this warranty is reported to Expanko Resilient Flooring within two years of purchase, Expanko Resilient Flooring will supply new material of similar color, pattern and quality to replace the defective material; Expanko Resilient Flooring will also pay fifty percent of reasonable labor costs.

After Two Years: If a defect covered by this warranty is reported to Expanko Resilient Flooring after two years of purchase, Expanko Resilient Flooring will supply new material of similar color, pattern and quality to replace the defective material; Expanko Resilient Flooring will not pay labor costs.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER: (i) Installers' workmanship (Workmanship errors should be addressed to the contractor who installed the floor.); (ii) minor shading, color or texture between products and samples or photographs; (iii) material installed with obvious defects; (iv) installation with adhesive other than those recommended by Expanko Resilient Flooring; (v) dissatisfaction, problems or damage due to installation and/or maintenance other than as recommended by Expanko Resilient Flooring (recommended installation and maintenance instructions are available from Expanko Resilient Flooring at Buyer's request); (vi) damage due to accidents, gouges, scuffs, scratches or indentations; (vii) damage from high heels, spike heels or inappropriate chair casters or glides; (viii) inappropriate end-users' activities; (ix) dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited

to moisture, alkali, or hydrostatic pressure in subfloor; or (x) “seconds,” “sub-standards,” “irregulars,” or “off goods” which are sold by Expanko Resilient Flooring strictly on an “as is” basis.

If Buyer’s order is for or includes goods (“Articles”) made by another manufacturer, Buyer acknowledges that Expanko Resilient Flooring is not the manufacturer of such Articles and therefore Expanko Resilient Flooring makes **NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO SUCH ARTICLES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.** All Articles made by another manufacturer are warranted only to the extent of the manufacturer’s express warranty to Expanko Resilient Flooring, which Expanko Resilient Flooring will provide at Buyer’s request.

CLAIMS

All claims must be written and sent to Expanko Resilient Flooring, Customer Service Department, 180 Gordon Drive, Suite 107 Exton, PA 19341. **ALL CLAIMS FOR SURFACE DEFECTS OR VARIATIONS IN COLOR OR PATTERN MUST BE DELIVERED TO EXPANKO RESILIENT FLOORING IN WRITING BEFORE THE ARTICLE IS INSTALLED.** Expanko Resilient Flooring reserves the right to accept or reject any such claim in whole or in part, and Articles as to which a claim is accepted shall be shipped to Expanko Resilient Flooring at Expanko Resilient Flooring’s expense. Expanko Resilient Flooring will not, however, accept the return of any Article without the prior written approval from the Expanko Resilient Flooring Customer Service Department.

LIMITATION OF REMEDIES AND DAMAGES

Expanko Resilient Flooring’s liability and Buyer’s exclusive remedy hereunder will be limited solely to repair, replace or credit the defective areas at Expanko Resilient Flooring’s discretion.

NEITHER EXPANKO RESILIENT FLOORING NOR ITS DEALER WILL HAVE ANY MONETARY LIABILITY WHATSOEVER FOR ANY DAMAGE OR EXPENSE INCURRED IN CONNECTION WITH THIS PRODUCT, WHETHER GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, SAVINGS OR DATA) INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE ARTICLES OR FROM THE ARTICLES BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE.

No person, including any representative, employee or agent of Expanko Resilient Flooring is authorized to assume on behalf of Expanko Resilient Flooring any liability or responsibility in addition to or different from that described above. Any and all representations, promises, warranties, or statements that are in addition to or different from the terms set out above are of no force or effect.

For more information about Expanko visit www.expanko.com or contact 800.345.6202.