



LIMITED WARRANTY - MANUFACTURING DEFECTS

TECHNICAL SUPPORT 800.345.6202

All Expanko Resilient Flooring products are carefully inspected prior to shipment. Final inspection and approval is the customer's responsibility. The customer must approve and verify pattern(s) and color(s) as correct before installation. Slight shade variations are normal and are not considered a defect. Expanko Resilient Flooring is not responsible and will not accept claims for the installation of incorrect material, visually defective material, or material that does not meet customer expectations in terms of shade. Installation of material shall be deemed confirmation of pattern, color, appearance, and all other visual factors including but not limited to squareness and thickness.

Expanko Resilient Flooring warrants for a period of one (1) year after installation that its XCR5 flooring is free from manufacturing defects, and for a period of ten (10) years after installation against complete wear through. This limited warranty shall be available only to the original customer who purchased the XCR5 product. This warranty does not apply to adhesives, sealers, finishes, or any other installation products supplied by Expanko. These products are warranted by their original manufacturer and warranty information is available upon request.

THIS WARRANTY DOES NOT COVER:

1. Damage due to unusual wear and tear on XCR5 tile, including but not limited to indentations caused by stiletto heels; failure to use appropriate furniture rests, glides or casters;
2. Installation of incorrect or visually defective material;
3. Damage due to discoloration including but not limited to fading from sunlight or contact with staining agents;
4. Failure due to irregularities in the sub-floor, improper sub-floor preparation or improper use of sub-floor materials;
5. Damage due to moisture including but not limited to moisture emissions and/or hydrostatic pressure in the sub-floor;
6. Damage due to accident or abuse;
7. Damage due to improper maintenance or improper use of maintenance products
8. Dissatisfaction or damage caused by site applied finishes;
9. Dissatisfaction, problems, or damage due to use of improper installation tools and/or materials;
10. Dissatisfaction based upon shade or color variations in the tiles after installation;
11. Dissatisfaction or failure due to improper installation;
12. Wear through of factory or site applied finishes.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, AND ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF EXPANKO RESILIENT FLOORING. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTICE OF CLAIMS:

All claims must be made in writing and sent to Expanko Resilient Flooring, 1000 East Park Avenue, Maple Shade, NJ, 08052 within 30 days after buyer learns of the facts upon which the claim is based. **Claims not made in writing or those received after the time period specified above shall be deemed waived.**

This warranty shall be governed by, construed in accordance with, and interpreted, and enforced pursuant to the laws of New Jersey without regard to the principles of conflict of laws. No action, claim, or suit will be brought in any jurisdiction other than the State of New Jersey. Parties hereby agree to submit to the Superior Court of New Jersey, sitting in Camden County or the United States District Court for the District of New Jersey sitting in Newark. Filing of any such action in any other jurisdiction shall immediately terminate the warranty.

LIMITATION OF LIABILITY:

The buyer's sole and exclusive remedy against Expanko Resilient Flooring for a breach of warranty or for damage caused by a defective product shall, at the option of Expanko Resilient Flooring, be limited to repair or replacement of the defective material, or refund of the purchase price. In no case will Expanko Resilient Flooring, be liable for labor to remove and/or reinstall its XCR5 flooring. In no event shall Expanko Resilient Flooring be liable for direct, indirect, general, special, incidental, consequential or other damages of any kind whatsoever, regardless of the causes of such damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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

For more information about Expanko, visit: www.expanko.com or call 800.345.6202.