

GENSTOCK TENACITY

Limited Residential Flooring Warranty

Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the **“Original Purchaser”**) of the Flooring (defined below) from a retailer or dealer, and, (b) if the Original Purchaser is not the owner of the **Residential Building** (Residential Building shall refer to a single-family residential home) in which the Flooring is installed, to the owner of the Residential Building at the time of installation (the **“Original Owner”**) (the Original Purchaser and the Original Owner of the Flooring subject to this limited warranty are referred to as the **“Warranty Holder”**). The manufacturer warrants that its floors, excluding moldings and/or accessories (the **“Flooring”**), during the applicable warranty periods set forth in subsections 1) through 3) below (each, a **“Warranty Period”**), will comply with the following:

- 1) The Flooring shall be free of manufacturing or material defects caused by improper milling or coating (**“Manufacturing Defects”**) under normal use for a period beginning on the date of purchase by the Original Purchaser (the **“Purchase Date”**) and ending on the earlier of (a) one year from the Purchase Date, and (b) the date on which the Flooring is installed (the **“Installation Date”**);
- 2) The Flooring will not delaminate for a period beginning on the Purchase Date and ending on the earlier of (a) 50 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the Residential Building in which the Flooring is installed is sold by the Original Owner.
- 3) Under normal traffic and usage conditions, the surface finish will not wear through and will continue to protect the decorative film layer from becoming damaged and/or altered for a period beginning on the Purchase Date and ending on the earlier of (a) 50 years from the Purchase Date, and (b) the date on which the Residential Building in which the Flooring is installed is sold by Original Owner.

This limited warranty does not cover Flooring donated, purchased on clearance center, or at auction.

Warranty Scope:

This limited warranty is not transferable by the Warranty Holder to any other party, including but not limited to a subsequent purchaser of the Residential Building in which the Flooring is installed.

If a valid warranty claim is received within the applicable Warranty Period, the manufacturer will supply new materials of similar grade for repair or replacement of affected areas. Labor costs, including any expenses associated with installation and removal of defective Flooring, are not covered by this limited warranty. To the extent permitted by law, these are the sole and exclusive remedies of the Warranty Holder in the event of a Manufacturing Defect or other warranty claim.

How to Obtain Warranty Service:

The Warranty Holder must inspect the Flooring for Manufacturing Defects caused by improper milling, grading, staining and coating, and report any such defects to the manufacturer, prior to installation of the Flooring. To obtain warranty service, the Warranty Holder must contact the supplier. Warranty claims must be received within 30 calendar days after the Warranty Holder identifies the Manufacturing Defect or other basis for a warranty claim. To be covered under this limited warranty, the Warranty Holder must provide documentation of sales order and proof that the Flooring was properly installed in accordance with the Installation Guide (defined below).

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The manufacturer reserves the right to retain a certified and independent flooring inspector to verify the Warranty Holder's warranty claims. The determination of the flooring inspector regarding the warranty claim is not binding on either the manufacturer or on Warranty Holder. A determination that does not verify the warranty claim shall not affect the Warranty Holder's right to submit its claim to arbitration in accordance with the terms of the Arbitration Agreement. The performance of the inspection, however, if requested by the manufacturer and assuming that the manufacturer advances the full cost of the inspection as described above, is a requirement for the Warranty Holder to submit a warranty claim to arbitration under the Arbitration Agreement.

Warranty Exclusions and Limitations:

This limited warranty covers Flooring that is both (i) installed with strict adherence to the manufacturers flooring installation guide and (ii) maintained in accordance with the manufacturers flooring care and maintenance guidelines. This limited warranty only applies when the Flooring is used under normal traffic and other usage conditions.

The limited warranty for Manufacturing Defects does not apply after the Warranty Holder has installed the Flooring, and product variation or error that does not exceed the 5% industry standard is not considered a Manufacturing Defect for purposes of this limited warranty. This limited warranty does not extend to or cover:

- (a) any damage, splits, cracks, edge fracturing, chipping, or any other defect to the Flooring caused by accidents, alterations, misuse, abuse, direct exposure to the elements, or improper installation;
- (b) Flooring damage caused by excessive cold or heat (temperatures less than -25° F or more than 165° F), negligence, erosion, pets, insects, sanding, settlement or movement of the structure to which the Flooring is attached, and/or installation of Flooring over an improper subfloor;
- (c) Flooring damage caused by moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity or by moisture trapped below the Flooring that creates mold or mildew;
- (d) damage caused by or resulting from installation over radiant heat floors that exceed 85° F;
- (e) changes in Flooring color or sheen due to aging, moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish);
- (f) Flooring discoloration caused by area rugs;
- (g) loss of Flooring finish gloss over time consistent with normal wear & tear;
- (h) scratches, gouges, staining, finish wear through, or other finish issues on the Flooring caused by failure to follow the Maintenance Guide such as damage caused by vacuum cleaner beater bars, castor wheels, chairs, or other furniture without proper floor protectors, or damage caused by using mineral spirits, paint thinner, or other solvents on the Flooring;
- (i) finish wear through that does not cover more than 10% of the total surface area for heavy traffic locations;
- (j) scratches or dents;

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(k) Flooring noise such as squeaks, crackling, and popping which may happen as a result of structural movement, sub-floor flatness, deflection, changes in environmental conditions, or the amount of topside pressure applied to the flooring;

(l) Flooring damage caused by natural events such as hurricanes, earthquakes, and tornadoes;

(m) Flooring installed with visible defects;

(n) any Flooring deformity that is not measurable or visible from a standing position in normal lighting;

(o) cutting caused by sharp objects; or

(p) Flooring damage caused by a failure to follow the recommended installation and maintenance procedures as set forth in the Installation and Maintenance Guides.

This limited warranty excludes color variation between orders, individual planks and/or samples. The manufacturer does not warrant that the Flooring will match or coordinate with purchaser furnishings, trim, cabinetry, railings, etc. It is the installer's responsibility to document all jobsite conditions and measurements including the installation date, subfloor moisture content, and other documentation required under the Installation Guide.

THIS IS THE COMPLETE WARRANTY AND IT IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF EVERY KIND, WHETHER CONTRACTUAL OR STATUTORY, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. Some states do not allow limitations on the duration of an implied warranty, so the above limitation 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.

Limitation of Damages:

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE UNDER THIS WARRANTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE MANUFACTURER HAS BEEN INFORMED, OR SHOULD BE AWARE, OF THEIR LIKELIHOOD, OR FOR ANY OBLIGATIONS OR DAMAGES OTHER THAN THE SPECIFIC WARRANTY SERVICE OBLIGATIONS EXPRESSLY SET OUT ABOVE. 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.