



ADM's Vinyl Flooring Limited Warranty

WARRANTY OWNER

This warranty extends only to the original end-user or purchaser. Warranties are non-transferable. 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 ADM may alter the obligations or limitations of any ADM warranty.

WARRANTY PERIOD

20-Year Residential Limited Warranty:

ADM warrants its Vinyl flooring to be free from manufacturing defects in residential environments for 20 years from the date of purchase.

10-Year Commercial Limited Warranty:

ADM warrants its Vinyl 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

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



WORKMANSHIP

ADM does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your ADM Vinyl flooring must be professionally installed by licensed 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, ADM will either repair or replace (at ADM's discretion) flooring material of similar color and quality for the defective area. ADM will not pay or be responsible for any labor costs. In the event that ADM repairs a floor, this warranty shall remain in effect with respect to the original floor.

LIMITATION ON DAMAGES

ADM 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. ADM'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 ADM shall repair, at the option of ADM, or replace the defective material. In no event, including in the case of a claim on negligence, shall ADM 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.



F L O O R I N G

- 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 the 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 ADM by telephone at 1-888-729-6781, by mail at 3340 Leonis Blvd Vernon, CA 90058, or by email at info@admflooring.com. Where possible, any complaints made under this warranty will be addressed within 30 days. However, due to the nature of certain complaints and/or forces outside ADM's control, certain complaints may take longer to resolve. If your complaint has not been resolved within 30 days of your notification to the retailer, please contact ADM 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. ADM 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 ADM.

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 Los Angeles, State of California. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

- ❖ Indentations or scratches caused by furniture, appliances, pet claws, spiked or damaged heels, pivot points, sand and pebbles or other abrasive materials.
- ❖ Damage due to water and/or moisture including, but not limited to, damage resulting from broken or leaking pipes, wet mopping, weather conditions or natural disasters is excluded from ADM's warranties.
- ❖ Insect infestation after product leaves our facility.
- ❖ Abuse, neglect, abnormal use or misuse, application of solvents, corrosives, or other chemicals, etc. improper cleaning or maintenance products.



❖ Squeaking or popping sounds on nailed down products.

This Warranty is made subject to the following conditions:

This Warranty does not cover damage to the finish as a result of incorrect maintenance, accidents, neglect, or abuse, to include damage such as scratches, indentations, or discoloration. All claims against surface wear must be easily visible and be at least 10% of the entire floor. Gloss reduction is not considered surface wear. In the event of a finish defect, ADM will, at our option, repair the defective planks, replace the defective planks, or refund the amount equal to the price paid. This is the sole and exclusive remedy under this Warranty. Additionally, the use of any non-conforming adhesives will void the warranty. In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided to you on our website. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of ADM products. ADM offers no additional warranties, express or implied, other than those set forth herein. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by your retailer or installer are not binding on ADM. For commercial use, the same warranty is applied but the time is reduced to 10 years.

Additional Notes

ADM Floors considers flooring that has been installed as that which has been accepted as ordered. Prior to the installation, the homeowner, dealer, or installer, has the responsibility to inspect the product to ensure proper species, color, grade, integrity of structure, and finish. The installer must use reasonable selectivity and hold out or cut off pieces with defects, whatever the cause. The purchaser should consider buying 7-15% extra flooring material, also known as "waste".

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring. This warranty does not cover any defects unless the square



footage of such defective flooring exceeds ten percent (10%) of the total square footage of your purchased Flooring.

This warranty does not cover manufacturing defects in Flooring that have been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify ADM Floors of any such manufacturing defects before installing Flooring. If not properly notified, ADM Floors shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Flooring.

Due to the natural materials and unique finishing processes, ADM's vinyl products may experience tonal and color variation between planks depending on time in or out of the box and conditions such as weather, temperature, location, moisture levels or proper maintenance and installation. To avoid dramatic variation mainly caused by aging, it is recommended installation be completed from the same batch.

Claims Services

Any claim under the Residential/Commercial Limited Warranties shall be made by contacting your retailer within 30 days after it has been detected. Proof of purchase, including the date of purchase, must be presented to make a claim. All claims must be filed through your ADM floors dealer.

If ADM Wood Floors accepts a claim under the Residential/Commercial Limited Warranties; it will repair or replace, as its portion, the affected ADM materials. If the design for which a claim is made is no longer available, ADM Wood Floors will repair or replace (at ADM's discretion) the affected ADM material with another design of equal value. However, ADM will not accept any responsibility to pay for all other costs related to the defective flooring (e.g., labor to remove flooring, labor to install replacement flooring, additional materials required to install replacement flooring, removal of any household fixtures or furniture required to repair or replace the flooring, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement flooring is not guaranteed to match the original flooring in terms of color, tone, pattern or other natural characteristics of wood. These warranties are not transferable. They extend only to the original purchaser.



DISCLAIMER

ADM FLOORING® DISCLAIMS LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING DOWNTIME, LOSS OF USE OF FLOORING/FACILITIES/EQUIPMENT, LOSS OF PROFIT OR REVENUE. BREACH OF ANY EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT. THE ABOVE REMEDIES ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS ON THIS PRODUCT.

This writing is the complete and exclusive statement of the Warranty, and is in lieu of all other express and/or statutory warranties. No waiver or amendment shall be valid unless in writing and signed by an authorized representative of ADM Flooring®.