

# Limited Warranty



## Wilsonart® Flooring For Interior Residential Flooring Applications

Effective September 1, 2009



Classic



Estate Plus  
Red Label  
Professional Studio

Wilsonart International, Inc. ("Wilsonart") warrants to the original consumer purchaser of an Interior Residential Flooring Product listed ("Warranted Product") that the Warranted Product is free from manufacturing defects and will not wear, fade, stain, or be damaged by impact or topical water, under normal use and service, for the period specified at right, beginning on the date of purchase by the original consumer purchaser ("Warranty Period"). This warranty applies only to a Warranted Product which has been and remains installed in an interior residential application and is extended only to, and may be enforced only by, the original consumer purchaser. THIS WARRANTY IS NOT TRANSFERABLE. The terms of this warranty varies depending on whether the product was professionally installed or was purchased via the Internet (see chart) and is expressly conditioned upon submission of proof of date of purchase.

### EXCLUSIONS:

Seasonal changes may cause expansion and contraction to individual planks or tiles. The resulting minor separation is not a defect in the product and is not covered by this warranty. This warranty shall not apply to damage arising from any of the following:

- abuse, misuse, dragging sharp or heavy objects over flooring resulting in scratches or accidents other than those specifically covered;
- exposure to extreme temperatures or extreme relative humidity;

Warranty Coverages	Warranted Products/Warranty Periods		
	Classic	Estate Plus Red Label Professional Studio	All Interior Residential Flooring Products Purchased via the Internet
Manufacturing Defect	3 Years	3 Years	1 Year
Impact Damage*	5 Years	10 Years	1 Year
Wear*	20 Years	Lifetime*	1 Year
Fade*	20 Years	Lifetime	1 Year
Stain	20 Years	Lifetime	1 Year
Topical Water Damage*	20 Years	Lifetime	1 Year

#### \*DEFINITIONS:

- To be covered, "Impact Damage" must result from dropped objects or furniture leg indents and must be greater than 1/4" inch in diameter.
- To be covered, "Wear" must be through the decorative print. Gloss reduction is not wear.
- To be covered, "Fade" must be due to exposure to sun or electrical light.
- "Topical Water Damage" means that the planks or tiles will not swell, delaminate or peak at the seams due to topical spills, provided water is promptly removed and the floor is allowed to dry.
- "Lifetime" means the lifetime of the original consumer purchaser who resides in the residence in which the product is originally installed.

- failure to install or use the flooring product in accordance with Wilsonart Flooring Residential Installation Instructions;
- improper maintenance;
- improper adhesive;
- excessive moisture, standing water or flooding, whether by natural causes, plumbing failures, leaks from household appliances, mechanical failures, urine or otherwise;
- trapped water underneath the floor arising out of or in connection with any condition of the sub-floor or improper pad; and
- improper or unauthorized repairs to the product.

## WHAT WILSONART WILL DO:

If a Warranted Product is found not to be, or have performed, as warranted during the specified Warranty Period:

For Approved Warranty Claims for **Manufacturing Defects** Made Within the Specified Warranty Period: If the Warranted Product were installed by a professional installer, Wilsonart will provide the material and labor to repair or replace the Warranted Product with a Wilsonart Interior Residential Flooring Product, at its option. If the Warranted Product were not installed by a professional installer, Wilsonart will provide **material only** for the repair or replacement, at its option, and **no** labor costs will be paid. Any provision of flooring materials under this warranty is limited to colors and styles of Wilsonart Interior Residential Flooring Products that are available at the time of repair or replacement. If the original design or color is no longer available, Wilsonart will provide replacement Wilsonart material of a similar design and cost to the original flooring.

For Approved Warranty Claims for **Impact Damage** Made Within the Specified Warranty Period: If the Warranted Product were installed by a professional installer, Wilsonart will provide the material and labor to replace up to a maximum of five (5) planks or tiles of the Warranted Product during the Warranty Period. If the Warranted Product were not installed by a professional installer, Wilsonart will provide the material to replace up to a maximum of 5 planks or tiles of the Warranted Product during the Warranty Period, but no labor costs will be paid. Warranty coverage shall not exceed the 5 planks or tiles specified herein, but the claim per plank or tile may be aggregated or made separately during the applicable Warranty Period. If the original flooring is no longer available, Wilsonart will pay a total of \$50 per plank or tile, or a maximum of \$250.

For All Other Approved Warranty Claims Made During The 1st Year After Date of Purchase: If the Warranted Product were installed by a professional installer, Wilsonart will provide the material and labor to repair or replace the Warranted Product with a Wilsonart Interior Residential Flooring Product, at its option. If the Warranted Product were not installed by a professional installer, Wilsonart will provide **material only** for the repair or replacement, and **no** labor costs will be paid. Any provision of flooring materials under this warranty is limited to colors and styles of Wilsonart Interior Residential Flooring Products that are available at the time of repair or replacement. If the original design or color is no longer available, Wilsonart will provide replacement Wilsonart material of a similar design and cost to the original flooring.

For All Other Approved Warranty Claims Made Between the 1st and 25th Year After Date of Purchase: If the Warranted Product were installed by a professional installer, Wilsonart will pay a percentage of the reasonable material and labor costs for repair or replacement with a Wilsonart Interior Residential Flooring Product, at its option. This percentage will be based on the remaining Warranty Period up to 25 years after date of purchase for the particular product at the time of the warranty claim. For example, if a warranty claim were made on Classic, which has a 20 year warranty, in the 12th year after the date of purchase, the remaining Warranty Period would be 8 years, and

Wilsonart would pay 8/20ths or 40% of the reasonable material and labor costs. With respect to an approved warranty claim submitted 5 years after the date of purchase for Red Label, which has a Lifetime warranty, Wilsonart will pay 20/25ths or 80% of the reasonable material and labor costs. If the Warranted Product were not installed by a professional installer, Wilsonart will pay a percentage of the reasonable **material costs only** for the repair or replacement with a Wilsonart Interior Residential Flooring Product, at its option. This percentage will be based on the remaining Warranty Period for the particular product at the time of warranty claim up to 25 years after date of purchase, but **no** labor costs will be paid or included in the percentage calculation.

For Approved Warranty Claims Made After 25 Years After Date of Purchase on Lifetime Warranted Products: Wilsonart will provide to the original consumer purchaser a 5% discount of the reasonable material costs to replace the Warranted Product with a Wilsonart Interior Residential Flooring Product. For example, for an approved warranty claim submitted 30 years after the date of purchase of Red Label, which has a Lifetime warranty, Wilsonart would provide 5% discount on the material costs of replacement.

No repair, replacement or payment under this warranty shall extend the warranty period.

## WHAT YOU NEED TO DO:

To make a claim under this warranty, the original consumer purchaser, during the applicable Warranty Period, shall contact the retailer from which the Warranted Product was purchased and provide proof of date of purchase. All warranty claims must be processed through this retailer. On-line or warranty card registration is not required for warranty coverage, and such registration is **not** proof of date of purchase.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE EXCLUSIVE LIABILITY OF WILSONART.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN.

WILSONART SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE ORIGINAL CONSUMER'S PURCHASE. WILSONART'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions 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.

No agent, dealer, employee or representative of Wilsonart nor any installer, fabricator or other person is authorized to modify this warranty in any respect.

The invalidity of all or a part of any of the provisions of this Limited Warranty shall not affect or invalidate any other provision of this Limited Warranty.

Questions about this warranty may be directed to Wilsonart International, Inc., 3301 Center Street, P.O. Box 6110, Temple, TX 76503-6110 or visit our website at [wilsonartflooring.com](http://wilsonartflooring.com).