

#### FORTRESS Luxury Tile & Plank by Windsor Import Flooring LVT August 15, 2017

## **Exclusive Limited Warranty**

Diamond W Flooring and Windsor Import Flooring LVT provides a Limited Warranty that its products are free from manufacturing and visual defects for a specified length of time from the date of purchase of the Products. The Limited Warranty time period is based on the product purchased. If the Products are found to be defective, Diamond W Flooring and Windsor Import Flooring LVT will supply new Product of the same or similar style, size, color, grade, and gauge to repair or replace the defective area and will pay reasonable labor costs provided the flooring is professionally installed and maintained according to the installation instructions provided. Products that are non-defective but are damaged during an improper installation would not constitute a valid claim as defined by this limited warranty. Diamond W Flooring and Windsor Import Flooring LVT reserves the right to inspect any claim and/or request photographs and/or samples associated with the specific claim prior to approving any claim.

### **Pre-Installation Limited Warranty**

Diamond W Flooring and Windsor Import Flooring LVT warrants that this product is free from visual defects. All Product purchased for an installation should be inspected by you and/or your installer. Pieces that appear to be visually defective should not be installed. Diamond W Flooring and Windsor Import Flooring LVT will not be responsible for any claim for product installed with visual defects.

If a problem occurs during the installation of the flooring, the job should be stopped immediately. The proper action is to immediately report the problem to your dealer and distributor who, in turn, will contact Diamond W Flooring immediately. Any costs caused by continued installation after the problem is reported will not be covered by Diamond W Flooring and Windsor Import Flooring LVT.

# Wear Limited Warranty

Diamond W FORTRESS by Windsor Import Flooring LVT luxury vinyl flooring is protected with a wear layer. Diamond W Flooring and Windsor Import Flooring LVT warrants that, for normal usage and maintenance of the floor, there will be no wear-through of the wear layer for the number of years indicated for the specific product. "Wear-through" means complete loss of the wear layer so that the printed color layer is changed or affected. The term for your specific product wear Limited Warranty will appear on the insert of the product you purchased. This Limited Warranty only applies provided the recommended installation and maintenance procedures are followed as outlined in the Installation Instructions and Owner's manual.

Specific wear warranties are:

Residential (years) Normal Commercial (years)

25 years 15 years

This warranty is in lieu of any other warranties expressed or implied.

This warranty service is available only by notice to your distributor through the dealer from whom the purchase was made. Notification must be accompanied by a copy of the original invoice and can only be authorized by your distributor.

#### Limited Warranty Exclusions and Conditions

- Warranty coverage for any replacement flooring planks will be limited to the remaining time of the original warranty
- Warranty coverage does not apply to seconds, off-quality, or "as-is" goods.
- Warranty coverage applies only to the original purchaser of the flooring and the original installation site, is non-transferrable, and prorated by time of use.
- Warranty coverage does not apply to conditions or defects caused by improper installation, the use of improper materials during installation, or inadequate sub-flooring preparation as described in the Owners Manual.
- Warranty does not apply to floors with alkalis in the sub-floor or conditions arising from hydrostatic pressure or exterior applications.
- Warranty does not apply to damages or failure of the floor to adhere to the subfloor resulting from excessive moisture, alkali and/or hydrostatic pressure.
- Warranty coverage does not apply to construction-related damage.
- Warranty does not cover color variations between samples and printed illustrations and actual production runs.
- Warranty coverage does not apply to color variations between samples or printed illustrations and the actual production runs.
- Warranty coverage does not apply to reduction of gloss from use or improper maintenance.
- Warranty coverage does not apply to product sold through unauthorized dealers.
- Warranty coverage does not apply to conditions caused by improper use or maintenance such as:
- Damage that results from not following floor maintenance instructions
- Scuffs, scratches, cuts, staining from rubber-backed mats, or damages or discoloration from carpet dyes, fertilizer, asphalt from driveways or chemicals.
- Damages caused by burns, flooding, fires and other accidents.
- Damage caused by abuse (such as dragging heavy or sharp objects across the floor without proper protection for the floor or with heavy wheeled vehicle traffic that can permanently indent or damage the flooring).
- Damage caused by caster wheels or vacuum cleaner beater bars.
- Failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic.
- Warranty coverage does not cover discoloration from heat or sunlight.
- Wear-Through means complete loss of the wear layer so that the printed pattern or design of the floor is altered.
- Residential use means normal conditions of daily activities in a normal household.
- **Normal Commercial** use means use in environments such as and including art galleries, banks bookstores, boutiques, coffee shops, dry cleaners, gift shops, hotel rooms, jewelry store, professional offices such as lawyers, accountants, physicians, dentists, and opticians, and waiting rooms.
- Heavy Commercial use means heavy point loads such as hospital corridors and rooms where heavy beds are used. This use in not warranted.