



## ENGINEERED WOOD WARRANTY

### Making Dream Surfaces Attainable

#### TERMS OF WARRANTY

**MSI** warrants that its Engineered Wood is free of manufacturing defects from the date of purchase for the length of time specified for the product.

A defect is defined as shortfall in the product to perform to specifications.

The warranty also states that for the length of the warranty the wood surface will not wear through under normal use. This flooring is to be used in indoor, dry, climate-controlled areas only. The warranty applies to the original purchaser only and is non-transferable.

#### What is NOT Covered by this Warranty (item list is not exhaustive)

- Improper Installation: Material that is not installed in accordance with the Installation Instructions is not a manufacturing related defect. Installer workmanship is not warranted.
- Labor cost is not covered.
- Damage due to improper maintenance as per Care & Maintenance Guideline.
- Damage resulting from use of detergents, chemicals, paints, dyes, improper mats, fertilizers, or other similar materials.
- Damage caused by rolling or heavy loads, including but not limited to chairs, appliances, or other objects are not covered by the warranty.
- Damage caused by moving appliances or heavy furniture without protecting the floor. (Always protect flooring by using protective covering when moving heavy objects.).
- Damage or scratches resulting from accidents, casualty events, abuse or improper usage (including damage from pet claws or teeth, urine, etc.). Accidents, abuse, and improper usage are defined as, but are not limited to damage caused by: casters on furniture, rotating beater bars on vacuum cleaners, burns, cuts, impact from heavy and sharp objects – e.g. narrow or spike heels, cleats, etc., as well as, damage resulting from unprotected furniture legs. Chairs, sofas, or furniture with castors must be fitted with soft rubber wheels and have an adequate protective mat or protective castor cups to prevent rolling load damage.
- Damage caused by leaks.
- Construction damage.
- Installation-related errors or damage including improper conditioning of jobsite and flooring materials, when necessary, and/or poor subfloor performance or failure.
- Fading, discoloration, or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 85°F (29°C) and be approved by the manufacturer for the use of their product with resilient vinyl flooring applications.
- Problems or damage due to excessive moisture or hydrostatic pressure from the sub-floor.
- Discoloration caused by use of vinyl, latex, or rubber-backed floor mats. Note: some synthetic backed carpets contain latex in the manufacturing process that may discolor vinyl. Always use mats marked as "non-staining".
- Discoloration caused by rubber pads, rubber wheels, rubber tires, rubber rollers, automotive tires, etc.
- Flooring installed on stair is excluded from warranty coverage.
- Installation of residential product in a commercial environment.
- Creative use of the material such as bending or curving.
- Material that has been reduced in thickness.

The residential warranty is available to the original owner who is the resident of the home. The warranty only applies to the original owner/occupant in the original installation and is non-transferrable

**7.48 Inch** = Lifetime limited structural warranty, 30 year limited residential, 5 year light commercial

**9.45 Inch** = Lifetime limited structural warranty, Lifetime limited residential, 10 year light commercial

If the product fails to perform as stated in the warranty, manufacturer reserves the right to have the product inspected by an inspector. Should product be determined to be defective, manufacturer reserves the right to either repair or replace the defective area with the same color, design, and grade product, if available. If product is unavailable or discontinued, manufacturer reserves the right to select and supply similar material.

- If repairs or replacement of a section is deemed necessary, all items must be cleared from the affected area subsequent to the original installation. The cost associated with the removal of those items will not be credited or reimbursed.
- Product costs will be covered for the length of the warranty.
- Warranty coverage for the replacement floor is limited to the remaining portion of the original warranty.
- Any additional claims for loss of profit or incidental losses due to defective product will not be considered. Some examples of incidental damages are: replacement of subfloors or underlayment, trim moldings, disconnecting / reconnecting appliances, moving of furniture or any other losses deemed incidental by manufacturer.

Failure to follow these procedures may result in voiding some or all of the warranty. This limited warranty is non-transferable and extends only to the original end user. Please note: Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation and exclusion may not apply to you.

**MSI** disclaims any and all other warranties, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

This is a manufactured product and is subject to variations due to an inherent variability in raw materials and production processes. Certain tiles may have higher levels of variations. All material should be inspected prior to installation. Visual defects or nonconformities apparent prior to installation will void this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 14 days of defect discovery will void this warranty.

**MSI's** liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB **MSI** facility or, at **MSI's** option, refund of the purchase price of such defective goods.



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### What is NOT Covered by this Warranty (item list is not exhaustive) Continued

If product is unavailable or discontinued, **MSI** reserves the right to select and supply similar material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property.

Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyers agreement with **MSI**. Any suit or other legal action that the Buyer may bring against **MSI** arising out the sale of this tile must be filed within 14 days from the date of **MSI**'s alleged breach.

Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against **MS International Inc.** This warranty gives you specific rights and you may also have other rights, which vary from state to state.