

# **URATO®** LIMITED WARRANTY

DURATO INTERNATIONAL DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT NO WARRANTY SHALL BE CREATED BY ANY DURATO INTERNATIONAL BROCHURES, ADVERTISING MATERIAL, UNLESS THAT WARRANTY IS EXPRESSLY SET FORTH HEREIN.

### LIMITED WARRANTY TERM LENGTH

#### LIFETIME RESIDENTIAL LIMITED WARRANTY

- Years 1-2 Material and labor, if professionally installed by certified installer.
- Years 3-5 Material only
- Years 6-10 75% Material only
- Years 11-15 50% Material only
- Years 16-20 25% Material only
- Years 21-Life of Floor 10% Material only

#### **10 YEAR COMMERCIAL WARRANTY**

- Years 1-2 Material and labor, if professionally installed.
- Years 3-5 Material only
- Years 6-10 75% Material only
- Years 11-15 50% Material only
- Years 16-20 25% Material only (When extended warranty is offered for registered specified projects)

## 5 YEAR THREE SEASON ROOM AND CABIN WARRANTY

A Three Season Room is defined as a covered patio with walls or glass enclosure. Claims are pro-rated for locking system failure, delamination, wear through of surface or water damage to flooring.

- Years 1-2 Material and labor, if professionally installed by certified installer.
- Years 3-5 Material only

#### DEFINITION OF PROFESSIONALLY INSTALLED

A reputable installer with training licensed by the NWFA or Trained by Durato International.

# WHAT IS COVERED BY THIS WARRANTY?

#### RESIDENTIAL

For residential installations, Durato International warrants its regular (first quality) floor products to be free from manufacturing defects for (see applicable products and years below) from the date of purchase; if installed according to the Plank installation instructions found within the carton and the approved applications:

- Will not wear through\*
- Will not stain from common household stains
- Will not contain manufacturing defects
- Will not rip or tear from normal household use
- · Will not permanently indent from normal household use
- Will not bottom-up discolor from underlayment panels, as well as alkali, mold or mildew growth
- The edges of the flooring will not curl

**Please note:** Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

#### COMMERCIAL

For commercial installations, Durato International warrants its regular (first quality) floor products are warranted to be free from manufacturing defects and will not wear through the printed image for the term length of the warranty coverage as set forth below in the Limited Warranty Term Length for Applicable Products and Years section found at page 4 of this document, starting from the date of purchase, if installed according to the installation instructions.

Durato International provides the following limited Commercial Warranty for products, to the original purchaser for respective years from the date of purchase ("Limited Warranty Period"), this warranty shall only be good for use of the Product under normal use and service; when properly installed as per Durato International Installation Instructions,Structural core will not delaminate Locking System will not fail.

#### DEFINITION OF "100% WATERPROOF"

When exposed to water, Stone Polymer Composite are waterproof and will not swell, buckle or lose integrity.

Durato International does not manufacture the adhesives and recommend the use of any LVT specific adhesive with no VOC if the product is glued to substrate. On stairs we recommend polyurethane based adhesives only. Please follow the directions of the glue manufacturer if using an adhesive.

### WHAT WILL DURATO INTERNATIONAL

#### DO IF ANY OF THE ABOVE HAPPENS? LIMITATION OF LIABILITY AND LIMITATION OF REMEDY

Warrantor's entire obligation to Customer, and Customer's exclusive remedy against Warrantor (and its officers, directors, employees, and agents) for defective Product claims and/or any other liability of Warrantor, directly or indirectly arising out of, or related in any way to the sale of the Product, the use or misuse thereof by

Customer, shall be limited to, at Durato's sole choice:

(1) Replacing any defective Product with the same material or similar Product; or (2) Refunding to Customer any payments made for defective Products.

Warrantor's obligations under this Warranty are conditioned upon Customer properly following the claim procedure. Any replacement Products will be warranted for the original Limited Warranty Period.

WARRANTOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY (PHYSICAL OR ECONOMIC), INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTIONS RESULTING FROM, OR RELATED TO, OR BASED UPON, DIRECTLY OR INDIRECTLY, THE PRODUCTS, OR THEIR USE OF MISUSE (INCLUDING BUT NOT LIMITED TO BE CUSTOMER OR BY THIRD PARTIES), EVEN IF DURATO INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### RESIDENTIAL

If any of the above should occur within the specified warranty periods for each flooring product, Durato International will furnish comparable flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor, at our option if and only if we accept the claim. And, if your floor was professionally installed, Durato will also pay reasonable labor costs for the direct repairs or replacement. Durato will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, the flooring conditions may not be acceptable for the installation of Stone Polymer Composite.

#### COMMERCIAL

Within One Year: If a defect covered by this warranty is reported to Durato in writing within one year of purchase, Durato will supply new material of the same or similar grade sufficient to repair or replace the defective material. Durato will also pay reasonable labor costs.

Within Two Years: If a defect covered by this warranty is reported to Durato in writing after one year but within two years of purchase, Durato will supply new material of the same or similar grade sufficient to repair or replace the defective material. Durato will also pay fifty percent of the reasonable labor costs.

After Two Years: If a defect covered by this warranty is reported to Durato in writing after two years but within (see applicable products and years below) of purchase, Durato will supply new material of the same or similar grade sufficient to repair or replace the defective material. Durato will not pay labor costs after 2 years. Durato will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.

#### WORKMANSHIP

Durato does not warrant the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Durato floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors.

### WHAT IS NOT COVERED BY THIS WARRANTY

Damage caused by fire, flooding, exposure to standing water or intentional abuse.

- Damage caused by moisture to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the structural integrity or dimensional stability of the floor plank or tile.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture. While moisture will not affect the structure of the plank or tile, when excessive moisture accumulates (and in particular remains undiscovered or unaddressed) mold and/or mildew growth can occur.
- Flooring that is installed outdoors.
- Damage caused by vacuum cleaner beater bar, rolling caster wheels, and cutting from sharp objects. – When vacuuming, we recommend using the wand attachment on your vacuum.





- Indentation or damage from improper loading including spiked shoes, rolling loads exceeding 1200 psi, chairs or other furniture not using floor protectors
- Damage caused by abuse such as moving appliances across the floor without adequate protection. When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears.
- Loss of gloss/scratching. If dulling occurs over time, depending on the amount of traffic, care and maintenance the floor receives, restore the floor's shine, using Armstrong Satin Keeper® Resilient Low Gloss Floor Finish or similar products, Minor color, shade or texture variations between samples or printed color photography and the actual material
- Floors that are graded "irregular" or sold "as is" without warranty.
- Floors that are installed in structures other than owner occupied or tenant-occupied residences. (Except products that are noted as warranted commercial or limited commercial.)
- Discoloration from moisture or underlayment panels after having been repaired or replaced one time.
- Construction or installation-related damage including installation defects due to installations not using the recommended products.
- Failure of the floor to adhere to the subfloor due to, for example, moisture, alkaline or hydrostatic pressure from the subfloor
- Inappropriate end-user activities.

#### WHAT IS EXCLUDED BY THIS WARRANTY

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY, ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. DURATO INTERNATIONAL EXCLUDES ANY LIABILITY FOR LOST PROFITS AND WILL NOT PAY ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY. BY THIS WE MEAN ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. NO IMPLIED WARRANTIES EXTEND BEYOND THE TERMS OF THIS WRITTEN WARRANTY. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

**Please note:** Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

Also note: This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

## WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

We want you to be happy with your Durato floor. If you're not, call your retail store. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please call us at 1-267-343-3480.

#### PLEASE KEEP YOUR RECEIPT AND PROOF OF PURCHASE.

Durato needs the receipt in order to verify date and proof of purchase to resolve any problems that may occur. Proof of purchase is a copy of the situ label found on either end of the carton and required to initiate a claim.

#### WARRANTY OWNER

This warranty extends only to the original end-user and applies to floors purchased after January 1, 2018.

We recommend using floor protectors. As a general rule of thumb, the heavier the item, the wider the floor protectors should be.

#### CARE INSTRUCTIONS

To keep the lasting shine and fresh feel of your investment for as long as possible, we recommend that you:

#### DO

- Wipe up spills as soon as possible. Never use highly abrasive scrubbing tools on any resilient floor.
- Wash occasionally with floor cleaner.
- Use Armstrong SatinKeeper® to return your floor's shine if it begins to dull over time.

#### DON'T

- Use detergents, abrasive cleaners or "mop and shine" products they may leave a dull film on your floor.
- Use paste wax or solvent-based polishes.
- Use rolling casters as they can damage the floor.
- Use a beater bar when vacuuming because it can visibly damage the floor surface.
- Use highly abrasive scrubbing tools.

#### PROACTIVE PROTECTION FOR YOUR FLOOR

- When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears.
- Use floor protectors on furniture to reduce indentation. As a general rule, the heavier the item, the wider the floor protector needed.
- Place a walk-off mat at outside entrances to reduce the amount of dirt brought into your home. We do not recommend the use of rubber or latex-backed mats (except where noted) because the chemical (antioxidant) they often contain permanently stain your floor. We suggest a non-staining vinyl-backed mat or a woven rug that is colorfast.