

#### STATEMENT OF WARRANTY

General Terms: This warranty document covers CarbonCore Floors, CarbonCore Laminate V1.0 when applied in a Residential or Light Commercial setting.

CarbonCore Floors branded products, regardless of residential or commercial use designation, must be professionally installed by a Licensed flooring contractor to validate this warranty. **No exclusions or exceptions will be made to this clause.** 

CarbonCore Floors warranties cover the cost of material for the period of the warranty and reasonable labor costs only when and if a professional licensed flooring installer was paid to install the original material. Labor will be paid according to the following schedule located under Terms of Limited Lifetime Warranties. **D.I.Y projects are not covered under warranty.** 

CarbonCore Floors reserves the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring.

CarbonCore Floors reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. CarbonCore Floors at its discretion will send a company representative and/or a third- party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Closeouts, seconds, and cash-and-carry sales are not covered under this warranty.

# CarbonCore Laminate V1.0

High Performance Core Flooring – Warranty



#### Warranty Periods for CarbonCore Laminate V1.0

- Limited 20 year Structural Warranty
- Limited 20 Year Residential Wear Warranty
- Limited 10 Year Topical Water Resistant Warranty
- Limited 10 Year Pet Resistant Warranty
- Limited 5 Year Light Commercial Wear Warranty

#### **Limited 20 Year Structural Warranty**

CarbonCore Floors warrants that CarbonCore Laminate will be free from manufacturing defects for the life of the product (20 years). Should a problem attributable as a manufacturing defect **develop after** the flooring is installed, CarbonCore Floors will verify the validity of the manufacturing defect. Upon determination of a manufacturing defect, CarbonCore Floors will authorize either replacement of the defective planks or replacement of the floor at CarbonCore's discretion.

<u>NOTE:</u> This will be a credit through the original location purchased based on the original purchase price of the product and will be good toward the purchase of repair and/or replacement material.

<u>NOTE</u>: When a defective product is installed (if/when it was or should have been noticeable at time of installation), credit applies only to material, and does not include labor, since it is the responsibility of the installer to determine suitability of material prior to installation. NOTE: Installation is considered acceptance of the flooring.

### **Wear Warranty**

CarbonCore Floors warrants that the installed product will not wear through to the printed film layer under normal use as follows: Surface layer wear-through is defined as 100% Surface layer wear-through that exposes one square inch of the core material, or that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered or affected from normal use, over a minimum of 3% of the total installation (Gloss reduction, dings, dents or surface scratches are not considered surface wear).

## Limited 20 Year Residential Wear Warranty

Covered for 20 years from the date of the original purchase and is non-transferable.

## **Limited 5 Year light Commercial Wear Warranty**

Limited 5 - Year Light Commercial Wear Warranty (covered for a period of 5 years from the date of purchase)

# 10 Year Topical Water Resistant Warranty

CarbonCore Laminate V1.0 is warranted to be water resistant and can withstand topical water (i.e., from everyday household spills). However, it is highly recommended to wipe up water as soon as it is noticed.

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<u>NOTE:</u> If the flooring plank is structurally compromised, resulting from exposure to topical water, CarbonCore Floors, at its discretion, may authorize Repairs and/or Replacement of the floor at a prorated credit based on the terms outlined below in the section titled "Terms of Limited Lifetime Warranties". This warranty applies only to the original consumer and is non-transferable.

<u>NOTE:</u> If/when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). CarbonCore Floors Water Resistant Warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.

<u>NOTE:</u> If the product is not perimeter sealed in wet areas of the job-site, The water Resistant Warranty is null & Damp; void.

This Limited Lifetime Water Resistant Warranty excludes all casualty events involving water encountering your floor and failures normally covered by homeowners' insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, showers, tubs, toilets or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

#### The Limited Water-Resistant Warranty Does Not Cover

- Damage to surrounding structure, walls, subfloor, fixtures, furniture, cabinets, underlayment, moldings, trims, subfloors, personal belongings, and/or anything that is not the floor plank.
- Damage resulting from mold & mold work mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.
- Flooring that was not installed properly
- Damages caused by flooding or standing water from leaky pipes, faucets, showers, tubs, toilets, or household appliances.
- The flooring if the wet areas of the jobsite were not perimeter sealed.

#### **Limited Lifetime Pet Resistant Warranty**

CarbonCore Floors warrants that your CarbonCore Laminate V1.0 will resist (not prevent) staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for as long as the warranty period. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.



#### The Limited Lifetime Pet Resistant Warranty Does Not Cover

Any urine, feces, or vomit stains other than from a pet (domestic cat or dog).

#### **Terms of Limited Warranties**

- CarbonCore Floors will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, CarbonCore Floors reserves the right to select and supply similar CarbonCore Floors materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.
- One replacement floor only will be made for the wear out. Claimants who received settlement may not claim again and no additional replacement floors will be supplied.
- Alternatively, a refund (or prorated credit) of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase not the date of installation:

Within 1-2 years: 100%Within 3-5 years: 70%Up to year 10 years: 50%

- After 10 years: 25%

- The costs of professional labor within the approved labor charges put forth by CarbonCore Floors, provided that the labor is performed according to CarbonCore Floors guidelines and standard industry practices. Labor must also be provided by a licensed professional flooring installer. Labor will be paid according to the following schedule:
  - Within 1-2 years: 100% of reasonable labor costs for reinstall
  - Within years 3-5: 70% of reasonable labor costs for reinstall
  - Up to year 10 50% of reasonable labor costs for reinstall
  - After 10 years: labor costs are not included

## CarbonCore Floors Warranty Program Limitations

- This warranty is non-transferable.
- Manufacturing defects must be reported prior to installing the floor.
- This warranty covers only properly installed and maintained floors, according to CarbonCore Floors guidelines and accepted industry practices.
- For products sold as "Do-It-Yourself" or cash-n-carry sales, no reimbursement for labor costs will be provided.



- Carbon Core Floors excludes and will not pay for any consequential or incidental damages under this limited warranty.
- CarbonCore Floors will not pay for the loss of time, inconvenience or other incidental expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area after the original installation and/or compensation towards hotel expenses, cleaning, structure repair, which includes compensation towards meals, and any/all travel related expenses.
- This warranty does not cover the exclusions indicated on the package.
- CarbonCore Floors reserves the right of final judgment and may refuse claims in certain instances.
- Manufacturer makes no guarantee that Manufacturer products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
- CarbonCore Floors reserves the right to modify or withdraw the warranty at any time.

### All CarbonCore Floors Limited Warranty Programs Do Not Include The Following:

- Installed with obvious manufacturing defects (see Limited Lifetime Structural Warranty Terms).
- Damage caused by fire, flooding, exposure to standing water or intentional abuse.
- Products that have not been properly acclimated according to the CarbonCore Floors Guidelines.
- Improper installation or product not installed according to CarbonCore Floors installation guidelines and accepted industry practices.
- Defects arising from poor installation (this includes damage arising from sub-floor irregularities, for example excessive unevenness, loose nails or other protrusions; visual surface defects caused by previous floor coverings that should have been removed or covered, for example ceramic or bitumastic tiles, floor-boards, cushioned laminate, or by failure in the underlayment; seams 'peaking' or opening due to use of incorrect adhesive or seaming method; edge-to-edge shade variation; discoloration arising from installation next to a source of excessive heat); and visible trowel marks.
- Use of adhesives for installing CarbonCore Laminate V1.0.



- Damage caused during installation by use of improper tools, non-rubber mallets or hammers, adhesives, tape, etc.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, rolling loads, static loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects.
- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns; Fireplace, cigarette/cigar burns,
- Staining or changes in color caused by dyes tracked from carpet, hair coloring dyes, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation; fading or staining caused by use of rubber mats.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage from doors.
- Mold and mildew growth caused by excessive moisture in the environment or substrate.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant heated floor in excess of 85°F.
- Color variations (due to use of natural components), exposure to UV light and/or sunlight, and age of material.
- Different from samples or printed material in shade, color, or embossing. (Color inconsistency between samples, replacement product, or illustrations and actual product is not a manufacturing flaw).
- Normal wear and tear of the floor.



- 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.
- Flooring that is installed outdoors.
- Damage caused by vacuum cleaner beater bar, rolling caster wheels, wheelchair and cutting from sharp objects. When vacuuming, we recommend using the wand attachment on your vacuum.
- 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 scratching
- 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.)
- Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads etc., rolling and/or non-foot traffic, wheelchair, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & amp; tear and is not a product flaw.
- It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
- Noncompliance with installation instructions and maintenance guidelines as recommended by the Manufacturer. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as the manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
- Curling, cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes, pets, and all types of wheelchairs and other heavy rolling loads.
- Damage caused by moving heavy furniture will not be covered by the warranty.



- Damage to floor caused by flooring that is installed using the floating method that subsequently is heated to temperature above 140° F (60° C) or is exposed to temperatures below 32° F (0° C).
- Sounds produced between the subfloor and the moisture barrier are considered a subfloor issue and are not covered under the product warranty.
- Squeaking noise will not be covered by the warranty and it is the responsibility of the installer before they leave the job site that there are no noises coming from the entire floor system. The installer should install 100 SF and test the entire floor system integrity and continue to test the floor integrity every 250SF.
- Lack of Vapor Barrier under the floor.

#### Disclaimer of Non-Responsibility

Statement/disclaimer of non-responsibility (voids any/all applicable warranties offered by CarbonCore Floors) pertaining to labor/material costs and or damages caused to any/all cabinets, furniture, counter tops, built-in ranges/stoves, moldings/trims, fixed furniture/wall units, wallpaper, painting, specialized plaster coatings, drywall, the structure itself, as a result of removal of the flooring, cupping, buckling, twisting, bowing, shrinking, lifting, moving etc. CarbonCore Floors reserves the right to void any/all warranties if and/or when any of the above mentioned or non-mentioned items (i.e. cabinets, builtin wall units etc.) are installed over the surface of a CarbonCore Floors floor where the floor experiences a manufacturer or non-manufacturer related failure, which requires the removal of the flooring in part, or in its entirety. CarbonCore Floors products MUST NOT be installed prior to the installation of cabinetry and or any other fixed furniture etc., as outlined above. The general contractor/flooring contractor/designer/homeowner/renter etc., assume ALL responsibility for any/all damages/costs incurred if flooring is laid prior to the installation of the above mentioned or non-mentioned items. Said parties absolve CarbonCore Floors from any/all liability/responsibility of any claims now or in the future.

# WARNING: DO NOT INSTALL MOLDINGS/TRIMS IF THERE IS ANY QUESTION TO THEIR ACCEPTABILITY. INSTALLATION IS CONSIDERED ACCEPTANCE OF THE FLOORING..

CarbonCore Floors **WILL NOT** be responsible/liable for any/all costs i.e., **LABOR** associated with any/all claims involving **color difference issues** within/the floor and any/all supporting trim components e.g., stair treads, stair nosing, reducers, T-moldings, thresholds, end caps etc., after the molding/trims have been installed. It is the responsibility of the flooring contractor/installer/dealer to make certain that the moldings/trims color match to the flooring is acceptable before moving forward with the installation.

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<u>NOTE:</u> The dealers display sample must be used as a GO-NO-GO tool in determining the acceptability of the floors color tone.

#### PRECAUTIONARY STATEMENT

BEFORE MIXING MATERIALS, I.E., FLOORING FROM DIFFERENT RUNS/LOTS, MAKE SURE THE COLOR TONE IS ACCEPTABLE BEFORE STARTING THE INSTALLATION.

NOTE: IT IS THE RESPONSIBILITY OF THE DESIGNER, ARCHITECT, BUILDER, HOMEOWNER, FLOORING CONTRACTOR, ETC., TO DISCUSS WITH THE FLOORING INSTALLER(S) THE ACCEPTABLE COLOR TONE RANGE OF THE FLOORING BEING INSTALLED. THE APPROVED FLOORING SAMPLE MUST BE SHOWN TO THE INSTALLER(S) BEFORE COMMENCING WITH THE INSTALLATION. MOREOVER, THE APPROVED COLOR TONE SAMPLE MUST BE USED/VIEWED AS A GO-NO-GO TOOL. ONCE INSTALLED, THERE IS NO QUESTION AS TO THE FLOORS ACCEPTABILITY. INSTALLATION CONSTITUTES ACCEPTANCE OF THE MATERIAL BEING INSTALLED. CARBONCORE FLOORS WILL NOT BE RESPONSIBLE FOR ANY/ALL COSTS INVOLVING MATERIALS AND OR LABOR ASSOCIATED WITH CLAIMS INVOLVING COLOR TONE, GRAIN, TEXTURE AND/OR GLOSS RELATED CONCERNS/DISCREPANCIES.

No person, representative, employee, or agent not employed by CarbonCore Floors is authorized to modify or change the warranty statements made in this document.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **Claim Filing**

To file a claim, contact your retailer or distributor (retail accounts only) to obtain the necessary paperwork. All required claim documentation (including photos and possibly a sample of the affected flooring) must be filled out in its entirety and submitted to CarbonCore Floors claim department to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling. You may also contact CarbonCore Floors directly by email: claims@carboncorefloor.com for further information and filing.