

## Warranty Information

DURACERAMIC, DURACERAMIC OPTIONS and DURASTONE

### RESIDENTIAL LIFELONG LIMITED WARRANTY

The **Lifelong Limited Warranty** provides that your floor:

	<b>Warranty Period</b>
• will be free of manufacturing defects	Lifelong
• will not wear out	Lifelong
• will not fade	Lifelong
• will not stain	Lifelong

The **Residential Lifelong Limited Warranty** covers material for the period of the warranty and reasonable labor costs for the warranty period if professional installation was paid for when the original floor was installed. See the Five-Year Commercial Limited Warranty for DuraCeramic, DuraCeramic Options and DuraStone installed in commercial application.

### XCLUSIVE

### XCLUSIVE FIVE-STAR LIMITED WARRANTY



The **Xclusive Five-Star Limited Warranty** means that your new floor:

	<b>Warranty Period</b>
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not stain including stains from asphalt, mats and common household items	15 Years
• will not gouge, rip, tear or indent from normal use	15 Years
• will not permanently scuff from shoe soles, including sneakers	15 Years
• will not discolor from mold, mildew or alkali	15 Years

Xclusive featuring Scotchgard™ Protector provides these additional warranty provisions:

• will be easy to clean	15 Years
• will resist dirt and grime	15 Years

The **Xclusive Five-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 15 if professional installation was paid for when the original floor was installed.

### ULTIMA

### FIVE-STAR LIMITED WARRANTY



The **Five-Star Limited Warranty** means that your new floor:

	<b>Warranty Period</b>
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not stain including stains from asphalt, mats and common household items	15 Years

• will not gouge, rip, tear or indent from normal use	15 Years
• will not permanently scuff from shoe soles, including sneakers	15 Years
• will not discolor from mold, mildew or alkali	15 Years

The **Five-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 15 if professional installation was paid for when the original floor was installed.

FLOR-EVER PLUS and UTOPIA

**FOUR-STAR LIMITED WARRANTY**



The **Four-Star Limited Warranty** means that your new floor:

	<b>Warranty Period</b>
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not permanently scuff from shoe soles, including sneakers	10 Years
• will not discolor from mold, mildew or alkali	10 Years
• will not stain from asphalt driveways and driveway sealer	10 Years
• will not gouge, rip, tear or indent from normal use	10 Years

The **Four-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 10 if professional installation was paid for when the original floor was installed.

FORUM PLANK, HIGHLIGHT, INTRIGUE, MAJESTIC and PACESETTER

**THREE-STAR LIMITED WARRANTY**



The **Three-Star Limited Warranty** means that your new floor:

	<b>Warranty Period</b>
• will not wear out	12 Years
• will be free of manufacturing defects	12 Years
• will not stain from asphalt driveways and driveway sealer	10 Years
• will not permanently scuff from shoe soles, including sneakers	10 Years
• will not discolor from mold, mildew or alkali	10 Years
• will not gouge, rip, tear or indent from normal use	10 Years

The **Three-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 5 if professional installation was paid for when the original floor was installed.

ADVANTAGE, ALTERNATIVES, CHOICES, CONCEPT, CX SERIES, FLOR-EVER PLUS, FOUNDATIONS, SELECTIONS, SPECIAL EFFECTS and SPECIFICATIONS

**TWO-STAR LIMITED WARRANTY**



The Two-Star Limited Warranty means that your new floor:

	<b>Warranty Period</b>
<ul style="list-style-type: none"> <li>● will not wear out</li> </ul>	10 Years
<ul style="list-style-type: none"> <li>● will be free of manufacturing defects</li> </ul>	10 Years
<ul style="list-style-type: none"> <li>● will not discolor from mold, mildew or alkali</li> </ul>	5 Years

The **Two-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 5 if professional installation was paid for when the original floor was installed.

**NOTE:** In addition, Concept with its ArmorGuard Protection is covered for 5 years for the following:

- will not gouge, rip tear or indent from normal use
- will not stain from asphalt driveways and driveway sealer

CAREFREE and PRELUDE

**ONE-STAR LIMITED WARRANTY**



The One-Star Limited Warranty means that your new floor:

	<b>Warranty Period</b>
<ul style="list-style-type: none"> <li>● will be free of manufacturing defects</li> </ul>	5 Years
<ul style="list-style-type: none"> <li>● will not discolor from mold, mildew or alkali</li> </ul>	5 Years

The **One-Star Limited Warranty** covers material for the period of the warranty and reasonable labor costs for years 1 through 3 if professional installation was paid for when the original floor was installed.

**NOTE:** In addition, Prelude with its ArmorGuard Protection is covered for 5 years for the following:

- will not wear out
- will not gouge, rip tear or indent from normal use
- will not stain from asphalt driveways and driveway sealer
- labor will be paid for years 1 through 5 if professional installation was paid for when the original floor was installed.

REFLECTION

**STANDARD LIMITED WARRANTY**

The Standard Limited Warranty means that your new floor:

	<b>Warranty Period</b>
<ul style="list-style-type: none"> <li>● will be free of manufacturing defects</li> </ul>	1 Year

The **Standard Limited Warranty** covers only material for the period of the warranty.

## FIVE-YEAR COMMERCIAL LIMITED WARRANTY

Products Covered: Alternatives, Choices, CX Series, DuraCeramic, DuraCeramic Options, DuraStone, Flor-Ever Plus, Foundations, Selections, Special Effects and Specifications.

The Five-Year Commercial Limited Warranty means that your new floor:

	<b>Warranty Period</b>
• will be free of manufacturing defects	5 Years
• will not discolor from mold, mildew or alkali	5 Years

The Five-Year Commercial Limited Warranty covers material for the warranty period and reasonable labor costs during year 1 if professional installation was paid for when the original floor was installed. For years 2 through 3, covers material and 50% of reasonable labor costs if professional installation was paid for when the original floor was installed. After the third year, covers material only; labor will not be paid.

### General Warranty Information

#### ALL CONGOLEUM RESIDENTIAL AND COMMERCIAL FLOORING WARRANTIES:

- Cover only first quality materials purchased after December 1, 2006.
- Are not transferable.
- Apply to normal residential applications only. The Five-Year Commercial Limited Warranty applies if the product is used in a commercial application.
- For a floor to "wear out" means: the absence of the wearlayer and printed design due to normal household use. Scratching is not "wear out".
- "Permanent scuff marks" mean: non-removable marks made on the surface of the wearlayer by shoe soles. Loss of gloss, scratches and dulling are not considered scuffs and are excluded.
- If covered under these warranties, one replacement floor only will be made for discoloration from mold, mildew and alkali, staining, wear-out, fading, scuffing, rips, tears and gouges.
- Products covered with an indent warranty will only be covered if adequate furniture floor protectors are used. The size of the protector should be in proportion to the weight of the furniture; the heavier the item, the wider the floor protector should be.

#### EXCLUSIONS. . . WHAT IS NOT COVERED

- Problems due to improper installation, improper floor care and installation products, or improper maintenance.
- Change of gloss level, dulling, scratching, cutting, chipping, breakage or grout staining.
- Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances (unless covered by a gouge warranty) or sliding of furniture without adequate protection, rolling casters on furniture, appliance and plumbing leaks, rotating beater bars on vacuum cleaners and dropping of heavy or sharp objects.
- Problems due to excessive temperatures or fading from sunlight.
- Color or design variations from samples and literature.
- Problems due to excessive moisture or water leaks and floods.
- Labor on material installed with obvious visible defects.

Unless specifically stated as being covered in these warranties, the following items are not covered.

- Permanent scuffs.
- Stains or discoloration.
- Rips, tears, gouges, or indentations.

#### WARRANTY REMEDY

Congoleum will repair the defective areas or supply new Congoleum material of the same color, design, and grade, if available; if unavailable or discontinued, Congoleum reserves the right to select and supply similar Congoleum material. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.

#### CONSEQUENTIAL OR INCIDENTAL DAMAGES

Congoleum excludes and will not pay consequential or incidental damages under these limited warranties. By this we mean that Congoleum will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples are: replacement of subfloors, trim moldings, disconnecting/reconnecting appliances or fixtures, or moving of furniture. If flooring was installed in a commercial application, this means that Congoleum will not cover or pay for any loss, expense, damage or loss of profit arising from inability to use the floor or premises because of defect in the flooring.

## **IMPLIED WARRANTIES**

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond the limited warranties available under this plan.

**PLEASE NOTE:** Some states do not allow the exclusion or limitation 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.

## **YOUR LEGAL RIGHTS**

These limited warranties give you specific legal rights and you may also have other rights which vary from state to state, except for these other rights, the remedies provided in the above warranties state the limit of Congoleum Corporation's responsibility.

No representative, employee, or agent of Congoleum is authorized to modify or change the limited warranties as stated herein.

## **HOW TO MAKE A CLAIM**

If you find a defect or other matter covered by any of the limited warranties described previously, the retailer who sold the floor covering material should be notified in writing promptly and must be supplied proof-of-purchase. The correspondence with the retailer should include the product purchased, the amount purchased, installation costs (if applicable) and the date of purchase. If necessary, the retailer will then notify a Congoleum representative who will review the claim or arrange for inspection of the floor. The normal time period for review or inspection after the claim has been filed with Congoleum is within 60 days.

If you are unable to contact your retailer, please write to us at: Congoleum Corporation, Dept. C., 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ, 08619. Please include proof of purchase with your correspondence.