

SOLE & EXCLUSIVE LIMITED WARRANTY (“Warranty”) Warranty is provided by the company (“Company”) in connection with the flooring products manufactured, sold and distributed under various trademarks listed below of Company (“Product”). Warranty is extended only to the original end-users (“Customer”) when Product is purchased through a Company’s authorized reseller (“Reseller”) and is not transferable or assignable.

Subject to the limitations herein, Company warrants that Product, when installed strictly using the Company recommended tools, adhesives, products, underlayments, accessories and procedures, shall perform in accordance with their published specifications and be free from manufacturing defects under normal and approved use and maintenance for the duration of applicable warranty period from the date of original installation, as set forth below, and that Product is free of material and obvious visual defects.

Product must be visually inspected before installation for visual defects and for verifying that actual Product on hand is what is purchased. Wear and tear is not covered under Warranty and, to prevent undesired wear and tear, particularly in the pivot areas, additional protection must be provided. All samples viewed by Customer are for reference purposes only and the actual Product may vary in color, gloss, texture or shade. Customer, installers and any user of Product must follow instructions posed on the Company website, as updated from time to time, at www.adorefloors.com (“Company Website”) for installation, use and maintenance. If any Product is determined to be defective and covered under Warranty, Customer’s sole and exclusive remedy shall be, at Company’s sole option, either (a) a refund of the original sale price of Product from Company to its first Reseller (“Original Price”) (but not the price paid by Customer to Reseller) minus any administrative, transportation and handling charges, or (b) to deliver to Customer, free of charge, sufficient material of same or similar quality to replace the defective product (“Warranty Remedies”).

WARRANTY VOID

Warranty shall be void if Product: (1) is not installed, used or maintained strictly in accordance with the Company Website instructions; (2) is installed, used or maintained in disregard of appropriate residential, light commercial or commercial designation as set forth in the chart and definitions below; (3) is exposed to moisture, alkaline, acids, solvents, surface stains including asphalt, driveway sealers, rubber wheels, rubber and latex mats, extended exposure to direct sunlight, extremes of temperature, chemical reaction, corrosion, cuts, scratches, scrapes, loss of gloss, casters, wheels, heavy rolling loads, lifts and/or equipment, non-foot traffic or from any abuse or abnormal use; (4) is not from the same production run; (5) is not purchased or procured through Reseller; (6) is installed when there exists visible or known defects prior to installation; (7) is installed when Product on hand or delivered is not Product purchased; or (8) is purchased online other than through Company Website, in which case, a different warranty covering online sale of Product will be provided. Further, Warranty shall

be void if Customer fails to strictly follow the claims procedure below.

CLAIMS PROCEDURE

(1) Customer must first bring a claim to the attention of Reseller of Product (except when the purchase is made directly from Company, in which case, separate claims procedure published on the Company Website must be followed) before filing a claim with Company. (2) Customer must fully cooperate with Reseller’s investigation of a claim. (3) If any claim with Reseller is not resolved, then Reseller must file such an unresolved claim with Company at Warranty Department, 5 Dubon Court, Farmingdale, NY 11735 or email as follows: unresolved@adorefloors.com. (4) Upon receipt of a claim, Company and its representatives must be granted reasonable access to facilities, where Product is used or installed, for inspection and investigation. Customer’s failure to cooperate shall void warranty. (5) Company, upon inspection and/or investigation, will inform the claimant whether or not any claim is covered and/or to what extent under Warranty. (6) If any claim is allowed under Warranty, Company will notify Customer of Warranty Remedies.

LIMITATIONS ON REMEDIES

Warranty is exclusive and is in lieu of all other warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose (including slip resistance, fire resistance or any other safety factors not set forth in Company’s specifications) and cannot be amended, modified or extended. Warranty does not cover wear and tear. Warranty Remedies are the sole and exclusive remedy provided under Warranty and Company is not liable for incidental or consequential damages or damages exceeding Warranty Remedies. No recommendations, endorsements and/or approvals of use of any non-Company products by Company shall constitute warranty of such products by Company. No defect of any such non-Company products used with Product shall be covered hereunder.

GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL

New York state laws, without reference to its choice of law provisions, shall govern. At the sole option of Company, the County Courts of Suffolk County, New York or Montgomery County, Pennsylvania shall be the proper venue and have the exclusive jurisdiction over any claim. Right to a trial by jury is hereby knowingly, voluntarily and intentionally waived. At the sole option of Company, any claim may be submitted to a binding AAA arbitration or mediation in either of the counties set forth above. Each party shall be responsible for each party’s expenses including attorney’s fees and costs. Neither party shall be entitled to attorney’s fees and costs regardless of the outcome of any claim.

MISCELLANEOUS Warranty constitutes the entire and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral

TRENDS in RIGID Warranty Information

or written representations, understandings, agreements or communications between the parties concerning the subject matter hereof. Company is not bound by, any terms, conditions or writing on any purchase order or invoice forms, which are contrary to Warranty. If any provision or any portion of the provisions hereof is determined to be invalid or illegal by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain enforceable and in full force and effect.

of the above trademark(s) under licensing agreements with the licensor. Under no circumstances shall Warranty create a joint and several liability between the above-named companies. Uniform Warranty13 (rev. & effective March 27, 2017).

Product	Residential	Light Commercial	Commercial
Adore Context	Lifetime	10 years	
Adore Decoria	Lifetime	25 years	
Adore Naturelle	Lifetime	10 years	
Adore ProjectFlor	15 years	5 years	Not Available
Adore ProjectFlor Elite	15 years	10 years	Not Available
Adore Touch	Lifetime	15 years	10 years
Adore Touch Contract	Lifetime	25 years	
Alette Contract	Lifetime	15 years	10 years
Alette Click	Lifetime	5 years	Not Available
Alette Grand Manor	Lifetime	15 years	10 years
Alette GX	Lifetime	5 years	Not Available
Regent Monarch/Monarch X*	Lifetime	10 years	Not Available
Regent Sovereign*	Lifetime	15 years	
Regent Royal/Royal X*	Lifetime	10 years	
Regent Crown*	Lifetime	15 years	
Regent Emperor*	Lifetime	15 years	

“Residential” means use in residential and/or dwelling units but excludes any use in common areas of multiple residential and/or dwelling units, in which case, it is considered “Commercial Use.” “Light Commercial” means use in non-industrial, non-warehouse, non-common area and non-heavy foot traffic areas such as use in specialty retail, medical/professional offices, hotel guest rooms, break room and conference rooms. “Commercial” means use in non-industrial, non-warehouse setting such as use in hospitals, schools, public buildings, restaurants, and retail stores. Warranty periods for Light Commercial and Commercial uses can be same or different based upon products’ designs, ingredients, manufacturing processes, thickness, applications and/or experiences.

*Limited Waterproof Warranty (“LWW”): In addition to Warranty and any and all limitations thereof above, Regent’s rigid core is warranted to meet or exceed the thickness swell criteria of “NALFA 3.2 – Heavy commercial rating when exposed to water for the life the product.” Repeated exposure to moisture and/or water accumulation underneath Product can result in health hazards, structural damages and mold and mildew growth. LWW does not cover any structural, mold and/or mildew damages. LWW is offered only with Regent products and does not apply to any other products of Company.

“Company” means, depending upon the particular product purchased, Adore Floors, Inc. or Daejin America, Inc., each of which carries some or all of the Adore, Alette and Regent family of brands as set forth above. Each Company uses one or more