Johnsonite

LIMITED WARRANTY

WARRANTY AND LIMITATION OF LIABILITY – Johnsonite Flooring – The Tarkett Collection (excluding installation) sold hereunder is warranted by Johnsonite to be free from manufacturing defects in material for a period of five years from the date of original purchase. Floors must be professionally installed. Johnsonite should be notified in writing of any product claim within ten (10) days of the detection of any such defect.

- This warranty applies only for products used, installed and maintained according to the written recommendations and specifications issued by Johnsonite at the time of material purchase.
- To verify that a manufacturing defect exists, inspection by an authorized Johnsonite representative will be required.
- For verified defects in the first year, Johnsonite will supply to its distributor, without charge, new appropriate Johnsonite flooring material of the same or similar color, design and gauge for the defective areas and reasonable* labor.
- For verified defects in the second year, Johnsonite will supply to its distributor, without charge, new appropriate Johnsonite flooring material of the same or similar color, design and gauge for the defective areas and pay 50% of the cost for reasonable* labor.
- For verified defects in the third, fourth or fifth year, Johnsonite will supply to its distributor, without charge, new appropriate Johnsonite flooring material of the same or similar color, design and gauge for the defective areas.
- If the defective material has been discontinued or is otherwise unavailable, Johnsonite reserves the right to select and supply similar Johnsonite Flooring replacement material.

NOTE: It is not recommended to install Johnsonite Flooring – The Tarkett Collection in work or commercial areas exposed to oil and grease, such as commercial kitchens and butcher shops.

* Reasonable is defined as the average labor cost charged by flooring contractors in your area for similar types of repair or replacement.

Excluded from Warranty

These warranties do not apply to the following:

1. **The exact matching of shade, color or mottling.**
2. **Any express or implied promise made by any salesman or representative.**
3. **Tears, burns cuts or damage due to improper cleaning agents or maintenance methods.**
4. **Sale of "Seconds", "Off Goods" or other irregular (non-first quality) flooring materials. With respect to "Seconds" or "Off Goods", such are sold "as is" , and Johnsonite makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.**
5. **Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.**
6. **Problems caused by uses, maintenance and installation that are contrary to Johnsonite's specifications, recommendations or instructions.**
7. **Material installed with obvious defects.**
8. **Damage to flooring products caused by high heels or spike heels, improper floor protectors/casters and furniture rests.**
9. **Installation of Johnsonite products with adhesives other than those recommended by Johnsonite.**
10. **Exterior installations. Johnsonite's products are designed for interior applications only.**
11. **Damage to flooring products from pallet jack and tow motor traffic.**
12. **Differences in color between products, sample materials, color illustrations and photography.**
13. **Additional expenses associated with overtime, replacing appliances, moving furniture, business interruptions, loss of use or other related costs associated to the replacement of the flooring.**

These warranties are in lieu of any other express or implied warranties. Johnsonite shall not be liable for any incidental or consequential damages which result from a defect or whether based on breach of express or implied warranty, negligence, strict liability or any other legal theory, except where the exclusion or limitation of incidental or consequential damages is prohibited by state law. These warranties give you specific legal rights and you may have other rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General.

If you believe you have a claim under this warranty, please take the following steps:

1. Contact the flooring dealer who sold you the floor.
2. If corrective measures do not take place promptly and the problem is manufacturing related, contact:

Johnsonite
A Tarkett Company
16910 Munn Road
Chagrin Falls, Ohio 44023
800.899.8916 phone
440.543.5774 fax
www.johnsonite.com