

## **Warranty Information**

### (1) LIMITED LIFETIME STRUCTUAL WARRANTY

What Does This Warranty Cover? This warranty covers manufacturing defects in milling, dimension, and grade of Omnia first quality floors in their original manufactured condition, such defects to be determined by Omnia. This warranty only applies to the original purchaser and is not transferable, and is subject to the exclusions noted hereunder.

**How Long Does The Coverage Last?** This warranty lasts as long as you own your Omnia floor at its original installed location. This warranty runs from the date of purchase for the applicable period as described hereunder.

## (2) LIMITED FINISH WARRANTY FOR RESIDENTIAL USE

What Does This Warranty Cover? This warranty covers wear-through or peel of Omina's factory applied finish, when used under normal household conditions. "Wear-through" means complete loss of the Omnia wear layer. "Normal household conditions" means those daily activities commonly associated with residential use. This warranty only applies to the original purchaser and is not transferable, and is subject to the exclusions noted hereunder.

**How Long Does The Coverage Last?** This warranty lasts for the period of time applicable to the product series of the Omnia Flooring you have purchased according to the chart below. This warranty runs from the date of retail purchase for the applicable period as described hereunder.

	Solid	Engineered	Laminate	SPC
Lifetime Structural Integrity Warranty (1)	Yes	Yes	Yes	Yes
Residential Finish Warranty (in years) (2)	25	25	15	25
Commercial Finish Warranty (in years) (3)	10	10	5	15

#### Footnotes

- (1) We warrant that the covered products, in their original manufactured condition, will be free from defects in milling, dimension, and grade for as long as you (the original purchaser) own the floor.
- (2) We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through under normal household use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty. Some products may be sold with promotional warranties of a different length then the warranties indicated above.
- (3) We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through, and that the finish will not separate from the flooring under normal commercial use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty.
- (4) Floors installed over radiant heated subfloors, but not indicated as suitable for radiant heat, will void all warranty coverage.

# WHAT WILL OMNIA DO IN THE EVENT OF A COVERED EVENT UNDER ONE OF OUR LIMITED WARRANTIES?

If your floor fails to perform as stated in the applicable Limited Warranty, Omina, at its option, will do one of the following: (i) repair without charge the affected planks to conform to the warranty; (ii) replace the affected planks without charge with planks of equal value and/or quality, or (iii) pay reasonable labor costs for the direct repairs or replacement within the first two years of the warranty period based on the following schedule: First year of warranty period: labor reimbursed at 100% of reasonable and customary charges, or furnished at Omnia's expense; Second year of warranty period: labor reimbursed at 50% of reasonable and customary charges, or furnished at Omnia's expense.

These warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

Flooring that fails to perform as stated in the above Limited Warranties will be repaired or replaced only one time. Replacement planks are not warranted to match in color, grain or gloss of your existing floor.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES. NONE OF OUR INSTALLERS, RETAILERS, DISTRIBUTORS OR EMPLOYEES HAS THE AUTHORITY TO ALTER THE OBLIGATIONS, LIMITATIONS, DISCLAIMERS OR EXCLUSIONS UNDER ANY OF OUR WARRANTIES.

WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR LIMITED WARRANTIES. BY THIS WE MEAN ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. OUR LIMITED WARRANTIES CONSTITUTE THE ONLY EXPRESS WARRANTIES FOR THE PRODUCT PURCHASED.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCT, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

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.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION

### IF YOU HAVE A WARRANTY CLAIM

Contact the Distributor where you purchased the product and describe the problem. In many instances, the Distributor can provide you with a solution to correct the situation. You must report any covered event to the Distributor from whom you purchased the product immediately upon noticing the event. In the event that the Distributor fails to respond to your claim within thirty (30) days, in order to preserve your rights under this warranty you must contact us within sixty days (60) days of noticing covered event in writing at:

Omnia Flooring Group 3911 Concord Pike # 8030 SMB #11602 Wilmington, DE 19803 Attn: Claims Department If you need additional assistance or wish to file a claim, simply call Omnia Customer Care at 888-230-2206. Our representatives will provide you with helpful information to address your concern, or walk you through the easy steps to file a claim.

## WHAT ARE YOU RESPONSIBLE FOR UNDER OUR WARRANTIES?

To be covered under our warranties, you must provide proof of purchase and date (store receipt) to verify all warranty claims and ensure that the flooring is properly installed in accordance with the installation instructions provided by Omina. We will make every effort to ensure that your claim is processed quickly and fairly.

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### WHAT DO THESE LIMITED WARRANTIES NOT COVER?

- Any flooring purchased before April 11, 2008.
- "Seconds", "Off goods", economy grade, cabin grade or shop grade products.
- Conditions or defects, including buckling, caused by improper installation (including without limitation in violation of applicable local housing or building codes), the use of improper adhesives, inadequate, uneven or irregular sub-flooring or improper sub-floor preparation, or failure to follow Omnia's installation guidelines.
- Construction or installation related damage.
- Planks that have been installed with obvious visual defects.
- Conditions caused by improper use or maintenance, such as:
  - Loss of gloss or build-up of dulling film due to lack of maintenance or improper maintenance.
  - o Damage resulting from failure to follow floor care instructions.
  - Marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets.
  - o Damage caused by burns, flooding, fires, or other accidents.
  - Damaged caused by abuse (i.e. dragging objects across the floor without proper protection)
  - Wear caused by pebbles, sand and other abrasives
  - o Damage caused by caster wheels or vacuum cleaner beater bars.