

# **LIMITED RESIDENTIAL AND COMMERCIAL WARRANTIES OF SPC FLOORING**

**Simba Flooring's SPC Floor comes with a:**

## **LIFETIME STRUCTURAL INTEGRITY WARRANTY**

Simba Flooring warrants to the original purchaser that this SPC product, in its manufactured condition, will be free from defects in material or workmanship including milling, assembly, and dimension. Simba Flooring additionally warrants that this product will not warp, cup, or knuckle when properly installed and maintained according to Simba's installation instruction procedures and care guide. This warranty includes installation over a radiant heated concrete subfloor for approved floating installation methods.

## **LIFETIME LIMITED WATERPROOF WARRANTY**

This flooring is warranted to be 100% waterproof and the structural integrity of the floor plank will not be significantly diminished by exposure to water for the life of the product. While moisture will not affect the floors integrity, is probable that when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur. This warranty excludes damage resulting from mold or mildew growth due to prolonged exposure to moisture. This limited warranty excluded all casualty events involving water coming in contact with your floor and failures normally covered by home-owners insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Damages caused by flooding or standing water from hydrostatic pressure or other casualty events are also excluded.

## **LIMITED 20-YEAR WARRANTY ON FINISHES**

The finish of the SPC plank is warranted not to wear through under normal indoor residential use for a period of 20 years and 5 years for normal indoor commercial use from the date of purchase. Finish wear-through is defined as 100% finish removal over a minimum of 5% of the total installation. Gloss reduction or surface scratches are not considered surface wear.

The SPC plank is warranted to be free of manufacturing or material defects. This warranty applies to the original purchaser and original installation site.

The limited warranty applies to the original purchaser of the flooring and is not transferable with proof of purchase (original receipt of purchase with date). Manufacturer's warranty and liability does not extend beyond the SPC flooring strips, the original installation site and is limited to a maximum value of the original purchase price of the SPC flooring.

The manufacturer or its representative reserves the right to visit the premise of the original installation site, where the product claim is generated. The manufacturer or representative will inspect the product in dispute and may remove samples, take pictures and/or conduct technical analysis of the original installation site. Failure of the owner to provide reasonable access to the claim area or to provide requested information and/or documentation may result in negation of the claim, thus it may void the warranty.

### **EXCLUSIONS & CONDITIONS**

1. This warranty excludes 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, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear and tear and is not a product flaw.
2. This warranty excludes color inconsistency between samples, replacement product or illustrations and actual product, as it is not a manufacturing flaw.
3. The Limited Warranty does not cover conditions or defects caused by improper installation, the use of improper adhesives, inadequate sub-flooring or improper subfloor preparation.
4. The limited warranty does not apply to products referred to "seconds", "mill trial" or "sold as is" grade products. The limited warranty does not cover conditions or defects caused by improper installation, inadequate subflooring or improper subflooring preparation. The limited warranty does not cover construction related damages.
5. The Limited Warranty does not cover construction related damage.
6. The Limited Warranty does not cover use of two different locking systems.
7. Locking systems change from time to time and it is the purchaser's responsibility to notify us of a continuous job that requires a certain lot number.
8. Proof of purchase is necessary to verify all warranty claims.
9. This warranty applies only to the first owner and the first installation of the product and is not transferable. The "first owner" is the person stated as the buyer on the purchase document(s). This warranty only applies to first quality Simba Flooring brand product purchase made after the edition date of these warranty conditions for the designated time period when the product is installed in a private residence.
10. This product warranty only applies to defects inherent to the material supplied.
11. This means any material or production defects, acknowledged by the manufacturer. Simba Flooring will repair or replace the product, at its option.
12. When replacement of the flooring is made, only new panels from the current product range at the time the complaint is upheld will be supplied by the distributor or retailer. There will be no other form of compensation.
13. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the floor. If the product was originally professionally installed by a licensed installer, Simba Flooring will cover reasonable labor cost and can never be held liable and is not responsible for any secondary damage.
14. Flooring must be checked for defects before installation and under sufficient lighting. Products with visible defects must not be installed under any circumstances. The Limited

Warranty does not cover planks installed with obvious visual defects.

15. Simba Flooring or the retailer must be informed of the defect in writing within 7 days. Complaints after 7 days will not be accepted. Color and gloss issues resulting from adding material at a later date from non-warranty repairs are excluded from coverage.
16. Simba Flooring will not be responsible for any loss of time, inconvenience expenses, costs or consequential damages caused by or resulting directly or indirectly from a problem about which the claim was made.

**None of our contractors, retailers, distributors, or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.**

**IF THE SPC FLOORING SHOULD FAIL TO MEET THE TERMS OF THE WARRANTY MANUFACTURER AT ITS OPTION WILL EITHER:**

- 1) SUPPLY REPLACEMENT PRODUCT OR PARTS TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT AT THE MANUFACTURER'S OPTION.
- 2) REFUND THE FULL PURCHASE PRICE OF THE DEFECTIVE PRODUCT

**WARRANTY DISCLAIMERS**

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THEIR FLOORING.

MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES, OR OTHER SIMILAR DAMAGES INCURRED BY THE ORIGINAL PURCHASER SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER.