

LIFETIME RESIDENTIAL WARRANTY FOR THE ORIGINAL PURCHASER 5-YEAR LIMITED WARRANTY FOR LIGHT COMMERCIAL USE

Meritage® warrants that the covered products, in their original manufactured condition, will be free from manufacturing defects and will not stain or show wear through the decorative print layer for the warranty period under the normal residential and light commercial use if maintained in accordance with our guidelines. Meritage® warrants that when installed and maintained in accordance with our guidelines, the flooring will not delaminate or separate as a result of manufacturing defect during the warranty period.

PRE-INSTALLATION WARRANTY - INSTALLER / OWNER RESPONSIBILITY

Meritage® laminate flooring is manufactured in accordance with accepted industry standards which permits production defects up to 5%.

- It is the Installer/Owner's responsibility to carefully inspect all materials before installation including: accuracy of the order, conditions/quality of product such as milling, lamination, dimension, grade, color and finish.
- Installer must use good judgment and reasonable selectivity and discard or cut off pieces with visible defects or imperfections.
- If the flooring is not acceptable for any reason or appears to be doubtful, do not install and contact your supplier.
- Once the flooring is installed, it is deemed to have been "accepted" by the owner even if the owner was absent at time of installation. We accept no responsibility for liabilities for claims or expenses, including labor costs, where flooring with visible defects or unacceptable material has been installed.
- It is the responsibility of the installer to determine if the job site subfloor and job site conditions are environmentally and structurally acceptable for laminate flooring installation. We accept no responsibility for the flooring failure resulted from or associated with the subfloor, subsurface, job site environment or installation deficiencies after the flooring has been installed.

Our warranties do not cover conditions and damages caused by:

- Failure to follow the guidelines provided by Meritage®. Improper installation, maintenance, storage and handling.
- Negligence, accidents, abuse, misuse or installation in inappropriate locations. Our products are made to perform in what is considered to be normal usage for its intended purpose.
- Water damage including but not limited to; wet mopping, spills or standing water or flooding.
- Exposure to excessive heat or moisture regardless of its cause or source.
- Indentations, scratches, scuffs caused by accidents or negligence including but not limited to those caused by sand or other abrasive substances, pets nails, spiked-heeled shoes or dragging furniture and other objects.
- Fire, flooding and other natural disasters.
- Reduction in gloss level of the finish, minor imperfections and irregularities are not considered as a defect.
- Variations in color, grain. Color, shade or texture variations between samples, printed color photography and the actual material.
- Noises such as squeaks and popping caused by subfloor condition or improper installation.
- Products that are sold "AS IS."
- Cupping, delaminating, crowning, cracks, gaps due to excessive moisture, humidity or dryness of the environment or subfloor.
- Gaps between boards caused by normal expansion and contraction through seasonal changes.
- Imperfections or problems that are only visible under certain light or from a certain angle are not considered as a defect. Visible defects should be evaluated by their visibility from a standing position in normal lighting.

In order to be covered under our warranties, you must keep all records including your sales receipt, pre-installation test results. Flooring must be professionally installed and maintained in accordance with our guidelines. Failure to follow the guidelines will void this warranty. Our warranty is not transferable and it extends only to the original purchaser of our product. In the event any conditions covered by the warranties occur, you should contact your supplier in a timely manner and file a claim in writing. Meritage® or our designated representative must be given a reasonable opportunity to inspect the condition and obtain samples for evaluation of claim before undertaking any repairs, removal or replacement. We will not be responsible for the cost of any repairs, removal or replacement undertaken before we accept and approve the claim. We exclude and will not be liable or pay incidental, indirect, special or consequential damages under our warranties whether resulting from nondelivery or from the use, misuse or inability to use the product or from defects in the product or from our own negligence. In other words, any loss, expense or damage other than to the flooring itself is not covered under our warranty coverage. Our obligation under this warranty shall be limited to, at its option, a one time repair or replacement of the defective product or refund the purchase price for the defective product that has not been installed in exchange for the defective product. 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.

To the extent permitted by law and for all non-consumer products, 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 period of this written warranty, to the extent allowed by law. The present warranty is governed by the laws of the State where Meritage's® head office is located, save and accepting the rules governing conflict of laws and any other law.