



## SAR FLOORS 10-YEAR WARRANTY

### WARRANTY HOLDER

SAR Floors warranty extends only to the original end-user. SAR Floors warranties are non-transferable. None of our installers, retailers, agents or employees has the authority to alter the obligations, exclusions, limitations or disclaimers under any of our warranties. We will not be liable for or pay consequential, incidental or special damages under our warranties.

### INSTALLATION

SAR Floors does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your SAR Floors commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your SAR Floors commercial floor must be installed correctly over a properly prepared sub-floor. Your SAR Floors commercial floor must regularly and properly be maintained.

### TERMS AND CONDITIONS

**Within One Year:** If a defect covered by this warranty is reported in writing to SAR Floors within one year of purchase, SAR Floors will supply new material of the same or comparable grade to repair or replace the defective material. SAR Floors will pay all reasonable labor costs. (Reasonable labor costs to be determined only by SAR Floors)

**Within Two Years:** If a defect covered by this warranty is reported in writing to SAR Floors within two years of purchase, SAR Floors will supply new material of the same or comparable grade to repair or replace the defective material. SAR Floors will pay 50% of reasonable labor costs. (Reasonable labor costs to be determined only by SAR Floors)

**After Two Years:** If a defect covered by this warranty is reported in writing to SAR Floors after two years of purchase, SAR Floors will supply new material of the same or comparable grade to repair or replace the defective material. SAR Floors will pay 25% of reasonable labor costs. (Reasonable labor costs to be determined only by SAR Floors)

### WARRANTY COVERAGE/TERMS

10 years

- All manufacturing defects
- Wear: The product will not wear through due to normal traffic



## EXCLUSIONS

The following are NOT covered by this warranty:

- Damage caused by incorrect installation or maintenance.
- Problems caused from water pressure, excessive moisture or alkali from the sub-floor.
- Indentation from improper loading or pressure including spiked shoes, high heels, rolling loads, chairs or other furniture and not using proper floor protectors.
- Changes in shading, texture and/or gloss during use.
- Surface scratches during use.
- Variations in color between products and samples or images of products.
- Discoloration, including but not limited to heat sources and U.V. light.
- Installation or construction-related damage.
- Damage caused by mold, spillage, burns, dye, chemically reactive material, stains, carpet crocking, gouges, indentations, scratches, accidents, floods, abuse, accidents or any harsh scouring pads while buffing.
- Damage caused by flooding, fire or intentional abuse.
- Improper end-user activities.

## LIMITATION ON DAMAGES

SAR Floors shall not pay any consequential or incidental damages under this warranty. This shall include any liability for lost profits or any special, consequential or indirect damages. The corrective steps contained herein are the only remedies available for a violation of warranty of any kind. SAR Floors' only obligation and distributor's only remedy for claims arising hereunder for any and all damages or losses resulting from any cause shall be that SAR Floors shall repair, at the option of SAR Floors, or replace the defective material. In no event, including in the case of a claim of negligence, shall SAR Floors be liable for consequential or incidental damages.

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### **CLAIMS:**

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by SAR Floors within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to SAR Floors in writing prior to the actual installation. If the product is already installed, then SAR Floors must examine and verify the defect.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW LOR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.