LIMITED TEN YEAR WARRANTY

Mannington Commercial, a business unit of Mannington Mills, Inc. (“Mannington”), warrants the seam bond between the Mannington resilient sheet goods (excluding heterogeneous light) and LVT and carpet utilizing the Mannington Integra™ HP and Integra™ HP RE backing systems for a period of ten (10) years from the original installation date when properly installed using Mannington’s Seam + Advantage seam weld method.

The Warranty begins on the date that the flooring product is installed and is further limited to the period of time the flooring product is owned and maintained by the original end-use purchaser. The date of installation for purposes of this Warranty and any Warranty related claim shall only be evidenced on the original Mannington or dealer invoice. The flooring product must be installed in accordance with the applicable Mannington installation guidelines and specifications. The flooring product must be maintained in accordance with the applicable Mannington maintenance recommendations and such maintenance continues from the date of original installation and throughout the duration of the period of time that the flooring product is owned by the original end-use purchaser.

This Warranty covers: The integrity of the seam bond for 10 years.

EXCLUSIONS FROM WARRANTY

This Warranty is only available if the Mannington flooring products that have been properly installed with the proper recommended Mannington adhesive and seam sealer and subjected to normal indoor use. Further, this Warranty applies only to manufacturing defects, and does not cover (i) deterioration of appearance, (ii) damage, or (iii) failure of installation that is not the result of a manufacturing defect. By way of example, without limitation, this Warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of product to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller castors on chairs (if you have questions, please contact technical service at 1-800-241 2262 for details on proper castors), (vi) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington recommended procedures. Reference Mannington Commercial resilient and carpet product warranties for other warranty limits related to commercial products.

CONDITIONS

This Warranty shall not be effective unless all of the following conditions are satisfied:

1. The Warranty applies only to indoor commercial installations where the flooring products have been installed and maintained in accordance with Mannington’s recommended guidelines. Note: See Seam + Advantage Installation Sheet for Proper installation procedures.

2. Mannington’s brand adhesive and seam sealer must be used for this Warranty to apply.

3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this Warranty

4. The customer must provide Mannington with proof of purchase showing the original installation date as evidenced on the original invoice, in order to initiate a Warranty claim.
LIMITATIONS
This Warranty covers the original purchaser of the Mannington flooring product at its original installation site. This Warranty is not transferable. Except as set forth herein, there are no express warranties made by Mannington with respect to this flooring product. THIS WARRANTY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO SUCH IMPLIED WARRANTIES EXTENDING BEYOND THE DURATION OF THIS WARRANTY. Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from or related to the installation, use, performance, maintenance, repair or replacement of this Mannington flooring product.

Some states do not allow the exclusion or limitation of implied warranties and incidental or consequential damages, so the above limitations or exclusions may not apply to every customer. This Warranty provides the customer with specific legal rights, and the customer may also have other rights, which vary, by state. The terms of this Warranty and the remedies available hereunder can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this Warranty, please contact your representative or call us at 1-800-241-2262.

MAKING WARRANTY CLAIMS
If you believe that Mannington’s flooring product fails to perform as stated in this Warranty, send written notice to Mannington at the following address and to your Mannington dealer or representative so that we can make a proper assessment:
Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES
Mannington, at its option, may designate a representative to inspect the seam and/or have the flooring product tested by an independent testing firm. If the inspection or independent testing reveals that the flooring products have not performed as warranted above, then Mannington will, at its option, (i) repair the affected area to conform to this Warranty, (ii) install a new flooring product of comparable quality from our current running line to replace the affected flooring product, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. “Replacement cost” means the cost of (i) replacement Mannington flooring product of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement flooring product. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the flooring, are the responsibility of the owner.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTY SET FORTH ABOVE.