



## WARRANTY 2-3-5 Collection Commercial Warranty Agreement TAJ 3mm/20mil Wear Layer Luxury Vinyl Plank and Tiles

This is a legal contract between \_\_\_\_\_ and TAJ Flooring, Inc.

TAJ Flooring, Inc. warrant that the wear layer of the TAJ floor coverings shall be free from defects in material and workmanship for twenty (20) years from the date of sale, and will not wear thru the wear layer, provided such floor coverings are subject to normal use and receive proper maintenance. This warranty will become null and void if conditions of the subflooring and method of installation do not conform exactly to TAJ Flooring's recommendations.

This warranty does not cover damage caused, in whole or part, by conditions beyond our control, including but not limited to:

- Use for which material is not designed;
- Fire, explosion, weather conditions, or natural disasters;
- Faulty installation;
- Casualties;
- Ordinary wear and tear;
- Abuse;
- Faulty design or construction of the building;
- Failure of the adhesive to adhere to the subfloor, whether concrete or other material because of moisture migration or water vapor transmission through the subfloor;
- Fault in the subfloor;
- Failure of the vapor barrier;
- Failure of the installation contractors to adhere to current installation instructions;
- Failure of the seams;
- Uneven wear of sections of the floor covering;
- Use of improper shoes or spiked heels;
- Gloss reduction;
- Alteration in the initial appearance of the floor covering, particularly in the areas exposed to excessive wear due to sand, grit, or dirt in the entrances to buildings;
- Fading or discoloration from sunlight or heat;
- Damage due to stains, cuts, scratches, gouges, scuffs, punctures, tears, indentations due to loads in excess of specified static load limit, the lack or improper furniture rests and floor protectors, rubber or synthetic backed rugs or mats, or any intentional misuse of the floor covering.
- Damage caused by neglect or improper maintenance procedures and other causes not specified but beyond the control of TAJ Flooring, Inc.

The presence of moisture between the TAJ floor coverings and the subfloor shall be considered proof of subfloor failure or faulty design or construction of the building because moisture will break the bond between the adhesive and the subfloor, causing bubbles to appear.

Your sole and exclusive remedy against TAJ Flooring, Inc. arising from the purchase or use of the TAJ floor coverings is limited to repair or replacement of defective materials, after examination and verification by TAJ Flooring, Inc., with material of equivalent quality.

The above expressed Manufacturer's Warranty for the TAJ Flooring, Inc.'s products shall be the exclusive warranty and TAJ Flooring, Inc. makes no other warranties, express or implied. TAJ Flooring expressly disclaims any implied warranties of merchantability and/or implied warranties of fitness for a particular purpose.

It is agreed that TAJ Flooring, Inc. shall not be liable for incidental or consequential damages including, but not limited to, loss of income, loss of use, damage to other property, the cost of removing and reinstalling TAJ Flooring, Inc.'s materials, attorney's fees, and any other liability you may have with respect to any other person.

If any provision of this Warranty Agreement contravenes the law of any jurisdiction, such as provisions shall be inapplicable in such jurisdiction and the remainder of the Warranty Agreement shall not be affected thereby.

All legal action shall be in accordance with the USA Laws and shall be heard in the court of jurisdiction within the USA.

TAJ Flooring, Inc.

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