

LIMITED 10-YEAR FLOTEX® WARRANTY

Limited Flotex® Warranty. Forbo warrants that Flotex® sheet and tile products, when installed using Forbo's recommended procedures and adhesives, shall perform in accordance with their published specifications and shall be free from manufacturing defects under normal use for a period of ten (10) years from the date of original installation. This limited 10-year warranty protects against wear, static, edge ravel, delamination and wear layer zippering (wet or dry). THIS IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORBO, AND FORBO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, OR ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty shall extend only to the original purchaser or original end-user and is not assignable.

Limitation of Remedies. Forbo's only obligation hereunder will be to deliver to the original purchaser or original end-user, free of charge, sufficient material of same or similar quality to replace the defective product, provided that if a warranty claim is made within one year after installation and if the warranty claim is not based on visual defects that could have been seen before the installation, Forbo will also assume reasonable installation costs of the replacement product. No labor cost will be covered on claims made later than one (1) year after date of original installation. Subject to the foregoing exception, FORBO SHALL HAVE NO OBLIGATION TO REMOVE ANY DEFECTIVE PRODUCT OR TO INSTALL ANY REPLACEMENT PRODUCT FOR ANY COSTS OF REMOVAL OR INSTALLATION, WHICH SHALL BE THE SOLE RESPONSIBILITY OF PURCHASER OR END-USER. Replacement will be provided only after Forbo's inspection of the product and its agreement to the defective condition. Forbo and its representatives must be permitted reasonable access to facilities for the inspection and testing of the product. All claims for defect shall be deemed waived unless made in writing delivered to Forbo or your Forbo Distributor during the warranty period and not later than thirty days after discovery of the defect. Purchaser and end-user have the sole responsibility to properly install and maintain the products. Forbo shall have no obligation to replace any product which has been subjected to misuse, neglect, accident or abuse, or which has not been installed or maintained in accordance with Forbo's written instructions, or which has been exposed to undue wear and tear, excessive moisture, alkali or acids. In addition to the foregoing limitations, Forbo's limited replacement warranty shall not cover surface stains including asphalt, driveway sealer, and carpet dye, dissatisfaction due to improper maintenance or installation, damage from improper maintenance or usage or general misuse including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from high heels, rolling loads, improperly casted chairs, failure to use recommended floor protectors and the like, damage or discoloration from adhesives or maintenance products not recommended by Forbo, extended direct exposure to sunlight, moisture, alkaline, hydrostatic pressure damage from the subfloor, mold or mildew, installation over improper subfloors and/or patching compounds, or difference in color between samples or photographs and the actual flooring. THE CORRECTION OF SUCH DEFECTS BY REPLACEMENT IN THE MANNER SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND FULFILLMENT OF ALL THE OBLIGATIONS OF FORBO WITH RESPECT TO THE LIMITED WARRANTY GIVEN HEREIN. This exclusive and limited remedy shall not fail of its essential purpose by reason of timeliness, causes beyond Forbo's reasonable control or the general concerns of purchaser or end-user.

Limitation of Liability. Forbo's total, complete and exclusive liability hereunder shall be limited to replacement of defective product as provided herein and shall not exceed the value of the defective product furnished. Purchaser and end-user waive all other remedies, warranties and liabilities of any kind, express or implied, whether arising by operation of law or otherwise. FORBO SHALL NOT BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES UNDER THIS LIMITED WARRANTY OR FROM ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Forbo shall be entitled to legal fees, costs and expenses in defending and enforcing this clause against purchaser, end-user and others.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

If you experience any problem with Forbo products, please contact the contractor who installed the material to help identify whether the problem is related to manufacturing, installation or maintenance. Retain all information and documents until the problem is resolved.

If the problem is manufacturing related and you are not satisfied with the contractor's response, please notify in writing Forbo Technical Services and explain the problem thoroughly:

Forbo Flooring, Inc.
Attn: Technical Services
Humboldt Industrial Park, 8 Maplewood Drive
P.O. Box 667
Hazleton, Pennsylvania 18202
+570 459 0771

After Forbo is so notified, Forbo reserves the right to have an authorized Forbo representative inspect and verify the defect to determine whether replacement will be provided under the terms of this limited warranty. If Forbo disagrees with the claim, Forbo reserves the right to submit the matter to arbitration by a qualified disinterested third party.

This limited warranty may not be extended, altered or waived except in writing signed by any authorized officer of Forbo. Any action for breach hereunder must be commenced within one year after the cause of action has accrued. The limitation of remedies and limitation of liabilities under this limited warranty shall extend and apply to Forbo Flooring, Inc. and its affiliated companies. All claims for warranty coverage under this limited warranty shall be made solely to Forbo Flooring, Inc. in accordance with the terms of this limited warranty. This limited warranty shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws.