

Manufacturer Limited Warranty For Bolon® Collections

BKB, Eight.

The Manufacturer (“SELLER”) warrants that Bolon floor coverings for the Collections cited above (the “Product”) sold to the first end user (“END USER”) will be free of manufacturing defects in workmanship and materials under normal use subject to Section VI limitation and will be installed and maintained strictly in accordance with the SELLER’s instructions for a period as provided in Section IV of this Limited Warranty.

Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.

For the BKB, & Eight, Collections:

This Limited Warranty applies only to indoor installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

For the Outdoor Collection: This Limited Warranty applies only to installations – indoor or outdoor - sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

I. Installation and Maintenance Requirements

This Limited Warranty applies only if:

- (1) The Product is installed using an installer with a minimum of five years of proven experience in performing work similar to that required for the Product, or an installer who is certified in resilient flooring. Acceptable certifications include The International Standards and Training Alliance (INSTALL), The International Certified Floorcovering Installers Association (CFI), and Flooring American University.
- (2) The product is installed according to the SELLER’s instructions furnished to END USER at the time of purchase, including but not limited to preparing any concrete substrates according to ASTM F710 and preparing any wood subfloors according to ASTM F1482; and
- (3) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

II. Method for Obtaining Warranty Service

To obtain a replacement product under this Limited Warranty, a claim must be made within the warranty period stated in Section IV and END USER must

- (A) provide SELLER with a written notice of any alleged defect within ten (10) days of its discovery, and
- (B) ship the photographs of the defective product(s) to SELLER, at 135 Chapala Street Santa Barbara, CA 93101, with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

III. Warranty Service Provided

- (A) If the SELLER determines the Product to be defective and such determination is made within the applicable warranty period described below, then SELLER’s obligations under this Limited Warranty shall be limited to either repairing or replacing

- the Product, at SELLER's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under SELLER's Warranty Claim Procedures.
- (B) Pursuant to Subsection (A), SELLER's warranty services will specifically include providing END USER with alternative floor covering of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. This includes material costs only, and does not include labor.

IV. Warranty Period

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for a period commencing from the date of shipment of the Product from SELLER's manufacturing or distribution facilities, including motor drive or other means of transportation. The length of the warranty period is as follows, depending on the Bolon Collection purchased:

- (1) For the BKB, Collections: a warranty period of five (5) years, commencing as described above.
- (2) For the Eight Collection: a warranty period of eight (8) years, commencing as described above.

V. Exclusions from Warranty

- (A) For BKB, Eight : This Limited Warranty does not apply to outdoor installations.
- (B) This Limited Warranty does not apply to Product which has been discontinued or to a particular color or design which has been discontinued, at the time of sale, or to Product sold as seconds or B grade.
- (C) The following is not included under this Limited Warranty:
1. Color deviations as compared to physical, printed, and/or electronic representations;
 2. Damage caused by improper storage and handling prior to installation;
 3. Scratches, splinters or marks on the Product unless SELLER is notified as soon as the Product is received by the END USER;
 4. Damage due to inadequate protective matting at entryways and landings;
 5. Excessive wear from the presence of sand and/or grit on installed material;
 6. Damage due to the absence of or inadequate floor rests and floor protectors;
 7. Periodic adjustments and/or shifting not caused by the Product. Such shifting is normally the result of improper installation or use of poor adhesives;
 8. Damage due to excessive moisture or alkali in the concrete slab;
 9. Misuse or abuse of the Product by the END USER; and
 10. Damage to the Product caused by unreasonable use and/or negligence.

VI. Limitations on Warranty

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf.

SELLER disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of product.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

VII. Seller's Liability

SELLER's liability with respect to the Product sold to END USER shall be limited to the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by SELLER, or any undertaking, acts or omissions relating thereto.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of END USER's customers or any third party for any such damages. **SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.**

VIII. Miscellaneous

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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