

## 10-year Residential Structural Cork Flooring Limited Warranty

This warranty covers Creative Floorings Cork Concepts coloured cork flooring. Cork tiles are an all-natural product produced from the renewable bark of the Cork Oak tree. Because this is a natural product, color shades will vary from tile to tile. This is a natural occurrence that enhances the beauty of the floor and therefore often one of the reasons for selecting cork flooring.

### Limited Warranty

Creative Flooring (herein referred to as the manufacturer) warrants that the flooring sold under this warranty is, at the time of sale, free of defects in material and manufacture, and that it adheres to Creative Floorings strict specifications for the flooring model. Creative Flooring further warrants that when professionally installed and maintained (in accordance with Creative Flooring instructions) and used for its' intended purpose, Creative Flooring cork flooring will not structurally deteriorates a result of a manufacturing defect for a period of ten (10) years from the date of sale.

Creative Flooring installation instructions **must** be followed as a condition to this warranty, and its effectiveness. These instructions can be obtained from either your Creative Flooring Representative, your distributor, your Creative Flooring dealer, or directly from Creative Flooring.

The Creative Flooring warranty covers the original owner of the floor/wall to which the flooring is installed during the Creative Flooring Warranty Period

This warranty does not cover damage or defects (herein referred to as “**exclusions**”) resulting from, or in any way caused by:

- Improper storage, handling, and installation of Creative Flooring cork including improper preparation of substructure/subsurface.
- Misuse, negligence, lack of maintenance, application of solvents (including corrosives or other chemicals), presence of abrasives (such as sand, pebbles, rocks etc.), color changes, fading, or damage caused by the sun, excessive point loads where proper protection is not used, or high heel spikes.
- Stains and finishes when using unfinished.
- Moisture problems at site (includes sub floor moisture, leaks, flooding, rain penetration, wet \ mopping, etc.)
- Movement or settling of the structure or substructure material to which the floor is attached.
- Natural catastrophic events or events beyond the control of the manufacturer.

Installation of flooring with visual defects. As with any natural product, slight variations and inconsistencies inherent in the product occur (such as minor surface imperfections) and are considered normal and acceptable within the product's manufacturing guidelines. If

unacceptable tiles are found prior to or during the installation, they are NOT to be installed, and should be set aside. All tiles must be reviewed with regards to quality prior to the installation – installation of flooring with visually unacceptable defects is not a warrant-able claim. If a problem arises with Creative Flooring cork flooring, the owner of the flooring must notify Creative Flooring within 10 days of the discovery of any non-conformity through written notice. The written notice must describe the situation thoroughly, including the location, installation date, and installers' name and contact information. The owner must give Creative Flooring a reasonable amount of time to inspect the floor prior to any subsequent repair efforts and Creative Flooring, using their discretion, may repair, replace or refund the flooring purchase price to the owner.

Creative Flooring liability under this structural and finish warranty is limited to the supply of replacement flooring only. Creative Flooring does not accept liability for the costs of other related materials, removal or installation.

### **Warranty Disclaimer**

The above warranty is the exclusive and sole warranty given by Creative Flooring for its' cork flooring. It supersedes any prior, contrary or additional representations, whether oral or written. Any implied warranties, including warranty of merchant or retailer, any warranty of fitness for a purpose, are limited in duration to the warranty period for Creative Flooring's express warranty, above.

### **Exclusion of Incidental and Consequential Damages**

In no event shall Creative Flooring be liable for any incidental, special, indirect or consequential damages, whether resulting from delayed or non-delivery or from the use, misuse, or inability to use the product or from defects in the product or from Creative Flooring' own negligence.