# NexxaCore™ Water-Resistant Laminate Flooring Comprehensive Warranty Program

Linco Enterprises, Inc. offers a lifetime limited residential wear warranty, lifetime limited structural warranty, lifetime limited water-resistant warranty and 10 year limited medium commercial wear warranty. Warranties are non-transferable and apply to customers who originally purchased and installed NexxaCore™ Water-Resistant Laminate Flooring. The original, paid-in-full invoice is required to show proof of purchase. Claims must be filed by the original purchaser or retailer. In the unlikely event that any portion of your floor should fail, with respect to any provisions of this warranty, Linco Enterprises, Inc. at its sole option to the original purchaser will arrange a pro-rated credit based on the terms outlined below.

Linco Enterprises, Inc. recommends that our NexxaCore™ Water-Resistant Laminate Flooring be professionally installed. Any remedy offered by the flooring warranty will not include labor where the flooring was not installed by professional installation technicians. Any installation workmanship issues or damage done to the flooring during installation should be addressed to the retailer from whom the flooring was purchased or the installation technicians who installed the flooring, as Linco Enterprises, Inc. does not warrant installation. Prior to installation, the installer/owner is responsible for inspecting and verifying materials. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins. **Installation is Acceptance** 

Residential Coverage: Residential warranty terms apply to products installed in owner-occupied residential dwellings (single-family homes, condominiums, town houses, etc.). Residential dwellings that are not owner-occupied are not covered by this warranty. If an owner-occupied residential dwelling transitions to a rental unit, the warranty is voided from that date. If a residential premise is ever a rental unit, coverage under the residential warranty terms cannot be established or re-established.

## **Lifetime Limited Residential Wear Warranty**

NexxaCore™ Water-Resistant Laminate Flooring is protected with a proprietary AC4 commercial abrasion class, melamine wear layer with aluminum oxide. This layer is warranted not to wear through under normal use for the life of the product. Wear-through is defined as 100% wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction, surface scratches, dents and gouges are not considered surface wear.) If 100% wear-through is determined to have occurred, Linco Enterprises, Inc. will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of Lifetime Limited Warranties".

This lifetime limited residential wear warranty is made subject to the following conditions:

- 1. The floor must be installed properly and according to NexxaCore™ Water-Resistant Laminate Flooring installation instructions.
- 2. The flooring must be used only indoors in a climate-controlled area. See Installation Instructions for all details.
- 3. The flooring must be maintained in accordance with NexxaCore™ Water-Resistant Laminate Flooring Maintenance Instructions.
- 4. This limited warranty does not apply to moldings and trims.
- 5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

#### **Lifetime Limited Structure Warranty**

NexxaCore™ Water-Resistant Laminate Flooring is warranted to be free from manufacturing or structural defects for the life of the product. The integrity of the joints will not be compromised when installed according to NexxaCore™ Water-Resistant Laminate Flooring installation instructions. Manufacturing defects developing after flooring is installed, will be covered by this warranty. This warranty is not transferable by the purchaser of the floor. It is the responsibility of the installer/consumer to determine suitability of material prior to installation. Installing a defective product will void this warranty.

#### Exclusions and Limitations of Lifetime Limited Residential Wear and Lifetime Limited Structure Warranties

- 1. Damage, discolorations due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
- 2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
- 3. Manufacturer makes no guarantee that NexxaCore™ Water-Resistant Laminate Flooring products will match or coordinate with furnishings, trim, cabinetry, railings, etc.

- 4. Noncompliance with installation instructions and maintenance guidelines as recommended. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
- 5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, spiked heels/shoes or pets.
- 6. Installation in inappropriate locations is excluded from this warranty. Please see installation instruction for details.
- 7. Gloss reduction or surface scratches are not considered surface wear.
- 8. Staining caused by urine, feces, or vomit

## **Lifetime Limited Water-Resistant Warranty**

The NexxaCore™ Water-Resistant Laminate Flooring is warranted to be water-resistant and can resist topical moisture damage from normal use. The structural integrity of the flooring will not be significantly diminished by topical moisture for the life of the product. While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). Linco Enterprises Inc's moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. This warranty is not transferable by the purchaser of the floor.

# **Exclusions and Limitations of Lifetime Limited Waterproof Warranty**

- 1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank.
- 2. Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
- 3. Flooring that is installed outdoors.
- 4. Damage from events involving flooding caused by but not limited to leaky pipes, plumbing, appliances, hydrostatic pressure from the subfloor

#### Terms of Lifetime Limited Wear, Structure, Waterproof Warranties

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Reasonable labor costs are included.

Year One thru Five: Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Linco Enterprises Inc will pay 50% of reasonable labor costs.

Year Five thru Ten: Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Labor costs are not included.

After Ten years: Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Linco Enterprises Inc will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

#### 10 Year Medium Commercial Limited Wear Warranty

NexxaCore™ Water-Resistant Laminate Flooring is protected with a proprietary AC4 commercial abrasion class, melamine wear layer with aluminum oxide. The wear layer of the floor plank is warranted not to wear through under normal medium commercial use for a period of ten years from date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% vinyl layer wear-through is determined to have occurred, Linco Enterprises, Inc. will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of 10 Year Limited Medium Commercial Warranty."

This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

• Retail: Novelty Shops/Boutiques, Product Display Areas, Sales Floors, Showrooms, Hair Salons, Hallways, Entryways (walkoff mats required)

- Medical Offices: Waiting Rooms, Patient Rooms, Examination Rooms, Storage Rooms, Hallways, Entryways (walk off mats required)
- Hotels: Guest Rooms, Conference/Meeting Rooms, Lobby, Entryways (walkoff mats required)
- Offices and Restaurants: Offices, Conference/Meeting Rooms, Showrooms, Restaurant Floor, Break Rooms, Entryways (walk-off mats required)
- Institutional: Classrooms, Training Rooms, Meeting Rooms, Commons Areas, Residence Halls, Hallways (excluding gym)

This 10-year limited medium commercial wear warranty is made subject to the following conditions:

- 1. The floor must be installed properly and according to NexxaCore™ Water-Resistant Laminate installation instructions.
- 2. The flooring must be used only indoors in a climate-controlled area. See additional Installation Instructions for details.
- 3. The flooring must be maintained in accordance with NexxaCore™ Water-Resistant Laminate Flooring maintenance instructions.
- 4. This limited warranty does not apply to moldings and trims.
- 5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

## **Exclusions and Limitations of 10 Year Medium Commercial Limited Wear Warranty**

- 1. Damage, discolorations due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
- 2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
- 3. Manufacturer makes no guarantee that NexxaCore™ Water-Resistant Laminate Flooring products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
- 4. Noncompliance with installation instructions and maintenance guidelines as recommended. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
- 5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
- 6. Installation in inappropriate locations is excluded from this warranty.
- 7. Gloss reduction or surface scratches are not considered surface wear.
- 8. Staining caused by urine, feces, or vomit.

#### Terms of 10 Year Medium Commercial Limited Wear Warranty

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Reasonable labor costs are included.

Year One thru Five: Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Linco Enterprises Inc. will pay 50% of reasonable labor costs.

Year Five thru Ten: Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Linco Enterprises Inc. will arrange a credit based on the original flooring wholesale purchase of the product or replace the product. Labor costs are not included.

#### **How to Make a Claim**

If you need to file a claim under this warranty, first contact your NexxaCore™ Water-Resistant Laminate Flooring retailer. Proof of purchase including date of purchase must be presented. Claims must be filed within the coverage period. Linco Enterprises, Inc. reserves the right to have a designated Linco representative and/or independent inspectors to inspect the floors, initiate an investigation which may require pictures, samples,

The Bonsai Collection
The Ikebana Collection

use and maintenance information. Any or all disputes arising out of Linco Enterprises, Inc., products, or this warranty shall be subject to mandatory and binding arbitration, pursuant to the rules of American Arbitration Association. Any trials by jury are expressly waived.

THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE WARRANTY AND IS IN LIEU OF ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES. LINCO ENTERPRISES, INC., ASSUMES NO LIABILITY FOR ANY LOSS NOR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION EXPRESSED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.