

# AquaGuard™

## Water Resistant Bamboo Flooring

### LIFETIME RESIDENTIAL LIMITED WEAR WARRANTY & 15 Year Commercial Limited Warranty

#### **What the Lifetime Flooring Residential Limited Warranty Covers:**

This flooring is warranted that:

- Will not wear through the finish under normal household traffic conditions (scratches or reduction in gloss level is not considered wear)
- Will be free of manufacturing defects
- Wear-through is defined as total loss of pattern in a minimum of 2 square inch area, readily visible from a distance of 6 feet.

#### **What the Commercial Flooring Limited Warranty Covers:**

This floor is warranted for 15 years of commercial\* use from the date of original purchaser:

- Will not wear through the finish under normal traffic conditions (scratches or reduction in gloss level is not considered wear)
- Will be free of manufacturing defects

*\*Commercial is defined as areas such as business offices and boutique shops. Heavier traffic areas, entry foyers, food preparation areas, or any area where there are heavy rolling loads are not covered by this warranty*

#### **Moisture Warranty**

AquaGuard™ warrants the flooring in its original manufactured state to the original purchaser from the date of purchase, under normal and reasonable use, that the surface, when properly installed, shall be resistant to damage from typical damp mopping or normal household spills that are not left unattended. The Moisture Warranty does not cover flooding, leaking pipes, household mechanical failures, appliance leaks or pet urine.

#### **Radiant Heat (Underfloor) Installation**

AquaGuard™ may be installed over water-based radiant-heated subfloors, provided the surface temperature of the system does not exceed 81 degrees Fahrenheit (27 degrees Celsius), and the relative humidity levels are maintained between 35% and 65%.

**IMPORTANT:** Due to the speed of sudden temperature changes, which has potential to negatively affect the flooring construction, it is not recommended to install AquaGuard™ with electrical radiant heating systems. This will not be covered by the manufacturer's warranty. Radiant heating systems using water are acceptable. Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

#### **What you should do if any of the above listed problems occur:**

The original residential purchaser should notify their local Floor & Decor retailer from which the original purchase was made of any defect no later than 30 days after discovering the defect but within the same time period of this limited warranty. The original residential purchaser must present the following items for a limited warranty claim to be considered:

1) Contact your AquaGuard™ retailer no later than 30 days after the discovery of the defect. Proof of purchase is required. Your retailer will assist in coordinating a resolution of your claim. OR:

2) Contract a certified independent inspector ([www.NWFA.org](http://www.NWFA.org)). The inspector should submit a copy of the inspection report directly to your AquaGuard™ retailer for consideration. Note that while independent inspections

are credible and usually reliable, the final decision rests solely with AquaGuard™. Only NWFA inspectors or other certified inspectors approved in writing, in advance by AquaGuard™ will be considered.

**What AquaGuard™ will do:**

For a valid claim, AquaGuard™ will authorize repair or replacement at the pro-rated percentage cost of the material. For the Lifetime warranty, this percentage is determined by the number of years from the date of purchase and the remaining period up to 30 years. For example, if the claim is made 12 years after the original purchase, then AquaGuard™ will pay 60% (18/30th ) of the material. If the claim is made 30 years or more after the purchase, AquaGuard™ will provide you, the original purchaser, with a 5% discount on material only on your next purchase of a AquaGuard™ product.

If professionally installed by a certified flooring installer, reasonable labor costs to perform the replacement or repair will be paid during the first three years from the date of the original purchase. No labor is included for claims later than 36 months after original purchase. No labor costs will be paid for material installed with visual manufacturing defect.

**LIMITATIONS AND EXCLUSIONS:**

If the original design/color/style is no longer available, AquaGuard™ reserves the right to substitute another design of similar structure and value from which the consumer may select.

This warranty does not apply to any product or products designated or sold as "B" grade, cabin grades, seconds, closeout or non-standard items. This warranty does not apply to any product or products designated or sold "As Is".

This limited warranty is valid in North America, is not transferable, and extends only to the original purchaser of flooring installed in the house for which was originally installed. The flooring must be installed in accordance with AquaGuard™ recommended installation instructions.

This limited warranty will not apply to damage arising from any of the following:

- Accidents, abuse or misuse
- Extreme heat or cold
- Scratching, impact indentation, or cutting
- Improper workmanship or installation not in accordance with AquaGuard™ installation instructions
- Improper maintenance
- Damage to click joints due to heavy rolling static loads
- Freight damage
- Staining from non-consumable food and drink items.
- Damages by acts of God
- Stains or damage due to pet urine
- Fading, squeaking, or loss of gloss over time.
- Water damage from excessive moisture in a concrete slab; hydrostatic pressure; flooding; household mechanical failures; damage caused by water underneath the flooring; natural disasters
- Planks coming apart at the seams because they have been engaged/disengaged more than two times

AquaGuard™ excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the term of this written warranty.

AquaGuard™ assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

AquaGuard™ reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. AquaGuard™ may repair, refinish or replace any defective product at its sole discretion. No installer, retailer, agent, etc. has the authority to increase or alter the obligations or limitations of this warranty.