



ARK FLOORS, INC. / TRUCRAFT®LAMINATE FLOOR 25 YEAR LIMITED WARRANTY

WHAT OUR 25 YEAR WARRANTY COVERS.

We warrant to the original purchaser only that for the period of 25 years from the date of the original purchase (the "Warranty Period") under normal, indoor residential household use, when installed and maintained in accordance with our recommended installation and maintenance guidelines, the floor:

- (a) will not wear through, but mere reduction in gloss is not "wear" that is warranted,
- (b) will not fade from sunlight or artificial light,
- (c) will not stain,
- (d) will resist topical liquid damage, provided that liquid is promptly wiped up and the floor is allowed to dry, and
- (d) will be free from manufacturing defects.

YOU MUST PRESENT YOUR PURCHASE RECEIPT FROM ONE OF OUR AUTHORIZED RESELLERS TO US TO BE ENTITLED TO THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS SUBJECT TO THE PROVISIONS BELOW.

WHAT OUR 25 YEAR WARRANTY DOES NOT COVER.

This Limited Warranty does not cover any claim, loss or damage caused, directly or indirectly, in whole or in part, by any of the following:

- Improper handling, storage, installation, workmanship, not in accordance with industry standards or our installation instructions
- Improper care and maintenance not in accordance with industry standards or our care and maintenance instructions
- Accidents, casualties, indentations, abuse, misuse or animal discharges not quickly removed and properly cleaned
- Damage caused by spike heels or cleats, scratches, insufficient protection from furniture and other moving objects, pebbles, sand or other abrasives,
- Any noise or sound related to the floor (for example, but not limited to, squeaking, hollow sound, etc.)
- Ordinary wear and tear
- Liquid spills not promptly removed and dried
- Water or moisture trapped or accumulating for any period of time on, beneath or adjoining the floor due, for example, to a concrete slab, hydrostatic pressure, flooding, malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, or pipes, or from natural disasters
- Use of vacuum cleaner beater bars (only use the wand attachment),
- Use of rolling casters (only use soft wheels wide enough to support the load)

- Exposure to extremes of temperature or relative humidity,
- Improper subflooring or underlayment, or any other on-site condition,
- Any condition beyond our control, or
- Removal, reinstallation, modification, or unauthorized repairs of the flooring.

ADDITIONAL EXCLUSIONS AND LIMITATIONS.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED FOR OUR FLOORING. WE ARE NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. OUR ONLY LIABILITY IS TO REPAIR OR REPLACE DEFECTIVE FLOORING AS STATED BELOW. THERE IS NO OTHER EXPRESS WARRANTY, AND THERE IS NO IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW. IF APPLICABLE LAW DOES NOT ALLOW (A) OUR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, (B) ANY OTHER STATED EXCLUSION OR (C) ANY LIMITATION ON HOW LONG A WARRANTY LASTS, THEN SUCH LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, BUT WE WILL ENFORCE OUR EXCLUSIONS AND LIMITATIONS TO THE FULL EXTENT ALLOWED BY LAW.

PLEASE NOTE: No person or entity, including every distributor, dealer and installer, has the authority to alter our obligations, exclusions, limitations or disclaimers under this Limited Warranty.

WHAT WILL ARK DO IF ANY OF THE THINGS LISTED ABOVE HAPPEN?

Any and all claims must be made within 30 days of discovery of defect and within the Warranty Period, subject to the following terms:

If you make a claim following our procedures within the first year since the original date of purchase, and the claim is accepted by us, then we will, at our sole discretion, either repair or replace (exact matching cannot be guaranteed) the defective flooring and, further at our sole discretion, reimburse or pay your actual and reasonable labor costs to repair or replace the defective area of your floor if professionally installed and pre-approved by us. We reserve the right to choose and pay the installer directly for the repair or replacement.

If you make a claim following our procedures after the first year since the original date of purchase and before the end of your limited Warranty Period, and the claim is accepted by us, then we will, at our sole discretion, either repair or replace (exact matching cannot be guaranteed) OR pay the costs of the defective flooring material only, with no allowance for any labor costs in any option we choose. Further, any claim after the first year will be warranted BUT ONLY ON A PERCENTAGE BASIS AS SET FORTH BELOW. The percentage will be based on the number of years remaining of the 25-Year Limited Warranty Period from the date of original purchase as compared to the 25-Year Limited Warranty Period. So, for example, a claim properly made and processed in the second (2nd) year of the Warranty Period will result in a payment of 23/25th (92%) of the original costs of the defective flooring base on your purchase receipt, excluding installation and sales tax, if we at our sole discretion chose to pay the costs of the defective flooring in lieu of replacement. If we at our sole discretion chose to replace the defective flooring, we will then furnish at no charge replacement material for

23/25th (92%) of the defective flooring with no allowance for any labor costs. The same will be true in the third (3rd) year of the Warranty Period for 22/25th (88%), fourth (4th) year for 21/25th (84%), fifth (5th) year for 20/25th (80%), etc. We will not pay the labor of removing the defective flooring or the installation of the replacement flooring.

In any and all warranty claims, in the event that the color or model of your flooring is no longer available, we at our sole discretion will provide you with a product of equivalent value. Further, any warranty claim, subject to all terms herein, will result in the repair or replacement (or payment if we chose this option) of the actually defective flooring pieces only. There is no warranty that the replaced or repaired flooring area will be the same in age or appearance as the surrounding original flooring.

The above described remedy is the purchaser's sole and exclusive remedy for claims under this limited warranty. Any and all dispute arising under this limited warranty is subject to the law of the State of California, without applying any conflicts of law principles, with exclusive jurisdiction and venue to be the Superior Court of California for the County of Los Angeles for resolving any dispute hereunder.

IF YOU HAVE ANY ISSUE, QUESTION OR CONCERN.

If you have any issue, question or concern regarding our flooring, then please call your retail store. They should be able to respond to all of your inquires and can, if necessary, start to process a claim under our Limited Warranty. If you have any further question, then please call us at 1 800-918-6188.

CARE AND MAINTENANCE INSTRUCTIONS.

The warranty stated herein is subject to your adherence to the following care and maintenance requirements:

- Routinely sweep or vacuum using the wand attachment only.
- For spills or wet areas, immediately wipe with a clean, soft cloth or sponge and, if necessary, to remove any staining, apply similarly a mild cleaner such as sold under the brand Bona® - be sure to allow time to dry after cleaning to avoid the slippery condition that moisture creates.
- Do not use soap-based detergents or "mop and shine" products, as these may leave a dull film on your floor.
- Do not wax or polish your floor.
- Do not use abrasive cleaners, steel wool or scouring powder that can all scratch your floor.
- Place a natural or colorfast mat at outside entrances to collect tracked-in dirt and absorb excess moisture.
- Use floor protectors on chairs and other furniture. The heavier the item, the wider the floor protector should be.
- Be sure that 100% silicone caulking is used in all areas of rooms where there is a risk of moisture infiltrating the flooring, such as at refrigerators, sinks, dishwashers, icemakers and around pipes.

5/6/11