



SUSTAINABLE
F L O O R I N G

ComCork™ Flooring Limited Warranty

(15 year - Commercial / 25 year – Residential)

Limited Warranty-

Sustainable Flooring (herein referred to as the manufacturer/distributor) warrants that the Comcork flooring sold under this Warranty is, at the time of sale, free of defects in material and manufacturing, and that it adheres to Sustainable Flooring's strict specifications for the flooring model. Sustainable Flooring further warrants that when professionally installed and maintained (both in accordance with Sustainable Flooring instructions) and used for its' intended purpose, Sustainable Flooring cork flooring will not delaminate or separate as a result of a manufacturing defect for a period of 15 years commercial / 25 year residential, from the date of sale (herein considered "Sustainable Flooring Warranty Period").

Sustainable Flooring installation instructions **must** be followed as a condition to this warranty. These instructions can be obtained from either your Sustainable Flooring Representative, your distributor, your Sustainable Flooring dealer, or directly from Sustainable Flooring (information below). The Sustainable Flooring warranty covers the original purchaser to which the flooring was sold during the Sustainable 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, or installation of Sustainable Flooring cork (includes improper installation of substructure/subsurface material and its' preparation).
- 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 or finishes when using unfinished flooring.
- 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 planks are found prior to or during the installation they are NOT to be installed, and should be set aside. All boards must be reviewed with regards to quality prior to the installation – installation of flooring with visually unacceptable defects is not a warrantable claim.

If these requirements are not met Sustainable Flooring will have no obligation to remedy any non-conformity. Sustainable Flooring further reserves the right to inspect any floor covering under claim prior to authorizing its' replacement of product.

If a problem arises with Sustainable Flooring cork flooring, the owner of the flooring must notify Sustainable Flooring within 10 days of the discovery of any non-conformity through written notice. The written notice must describe the situation thoroughly and include the location, installation date, and installers' name and contact information. The owner must give Sustainable Flooring a reasonable

amount of time to inspect the floor prior to any subsequent repair efforts. Sustainable Flooring, using their discretion, will replace the non-conforming planks at their cost, or refund the flooring purchase price to the owner. Sustainable Flooring's warranty only covers material, not the labor to install or remove material.

These remedies shall be the exclusive and sole remedies for any breach of warranty.

Warranty Disclaimer

The above warranty is the exclusive and sole express warranty given by Sustainable Flooring for its' flooring. It supercedes any prior, contrary or additional representations, whether oral or written. Any implied warranties, including Warranty of Merchantability, or any Warranty of Fitness of a Particular Purpose, are limited in duration to the warranty period for Sustainable Flooring's express warranty, above. (Not applicable in all states)



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Exclusion of Incidental and Consequential Damages

In no event shall Sustainable 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 Sustainable Flooring's own negligence. (Not applicable in all states)

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