

# RIPTIDE

**WATERPROOF LAMINATE FLOORS**



## **WARRANTY**

Always refer to recommended instructions prior installation. Any method indifferent from this document may void your warranty.

# RIPTIDE WARRANTY FOR RESIDENTIAL USE

## **30 YEAR LAMINATE RESIDENTIAL LIMITED WARRANTY**

Manufacturer warrants the original purchaser for its laminate products in their original manufactured condition for a period of 30 years from date of purchase and under normal and ordinary residential use and with proper maintenance and floor care in both Canada and the USA:

- Be free from manufacturing and workmanship defects.
- Will not stain
- Will not fade due to sunlight or artificial light exposure.
- Locking joints will not unlock under normal residential use and conditions.
- Will resist water damage from everyday spills and cleaning
- The decorative laminate surface will not wear through to bare wood, peel off, de-lamination.
- These warranties, which begin from the date of purchase, apply only to products used in indoor dry residential applications either below grade, on grade or above grade and are valid only in CANADA.
- These warranties apply only to the original purchaser and the original residential location where the product is installed and are transferable only one time, and only from the original purchaser to the owner or resident of the residential location when the original purchaser is an installer or other trade professional.
- Any product designated as “off goods”, “economy”, “seconds”, “B grade” or “as is” is not covered by any of these warranties.
- Laminate flooring being a natural product will continue to expand and contract during seasonal and temperate changes. Product when properly installed may experience slight separation (up to 1/32”) between boards. If minor separation or seasonal cracks occur, they are not covered by this warranty.
- Finish wear through is defined as 100% finish removal over a minimum of 10% of the total installation.
- Product thought to be defective by the person doing the installation should be returned to your dealer for inspection and possible replacement PRIOR TO INSTALLATION. Installation implies acceptance. No warranty will be offered for obvious visual defects or appearance related claims such as grade or color once the products are installed.

**IF THE LAMINATE FLOORING SHOULD FAIL TO MEET THE TERMS OF THE WARRANTY, MANUFACTURER, AT ITS OPTION, WILL EITHER:**

- Supply replacement product or parts to repair, refinish, or replace the defective product at the manufacturer's option.
- Refund up to the full purchase price of the defective products

**WARRANTY IS EXCLUSIVE**

It covers the repair or replacement of defective materials only and does not cover labor costs unless professionally installed by a certified flooring installer. Installation of the replacement products will be at the original purchaser's expense. If professionally installed, the manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first five (5) years from the date of the original purchase. Any and all labor costs must be pre-approved by the manufacturer. In the event that the style installed in the home is no longer available, the manufacturer will replace the affected floor with another style of equal value. Under no circumstance will the value of a warranty claim exceed the original purchase price of the product.

**THE ABOVE DESCRIBED REMEDY IS THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIM UNDER THIS LIMITED WARRANTY.**

**CONDITIONS**

Manufacturer will honor claims under this warranty only if all of the following conditions are satisfied:

- Riptide Flooring is warranted up to 72 hour standing water time. This warranty does not cover any time past this. At all times between purchase and installation the flooring must be properly stored according to installation instructions.
- RIPTIDE MAXIMUM RUN before transitions are required 40 ft x 40ft
- Interior residential construction ONLY.
- The flooring must be installed below grade, on grade or above grade according to the recommended installation instructions and adhesives.
- Material and relative humidity in the area of use must be within a normal range of 35%-55%.

- Problems caused by failure of the homeowner or installer to evaluate the job-site and job-site conditions are not covered.
- This limited warranty applies only where the affected area of the flooring is visible and covers an area greater than 10% of the room.
- A description of the problem, photographs, and a sample that clearly shows the warranty problem must be presented to the retailer or distributor for presentation to the manufacturer.
- The covered person must provide valid proof of purchase in the form of a sales receipt or invoice showing a sale from an authorized retailer to the owner or resident of the residential location or to an installer or other trade professional. This must show the date of purchase, original purchase price, and identify original purchaser
- Manufacturer must receive written notice within 30 days after discovery of any claimed defect or failure covered under this warranty, but within the time period applicable to the limited warranty.
- Manufacturer reserves the right to have a manufacturer's designated representative or firm inspect and take samples of the laminate floor for analysis.
- Manufacturer must be given 60 days following notice to inspect the product to confirm any failure.
- Inspections of the laminate floors must be performed in accordance with industry standards from a standing position with normal lighting and no glare.
- Written notice and all photographs, samples and other documentation should be sent to the distributor/dealer from which the flooring was originally purchased.

## **WARRANTY EXCLUSIONS**

This limited warranty shall not apply to damage to the laminate floor or to the finish arising from and specifically excluding any of the following:

Manufacturer does not guarantee against variations, or the normal difference between color samples or photographs and colors of installed floors. New and/or replacement flooring may not match samples and/or existing flooring or warrant a color match to other wood products such as stairs, cabinets, trim, molding, etc.

- Squeaking and cracking of the laminate by any cause other than mis-manufacturing is not considered a defect. This includes cupping resulting from exposure to improper environmental conditions.
- Hollow spots between the flooring and the sub floor.

- Expansion and contraction of the laminate due to seasonal changes in climate shall not be considered defects.
- Indentations, scratches or damage caused by negligence, water, moisture and saturation, insects, insect infestation after the product has left the factory, animals, pebbles, grit, sand or other abrasives, and high heeled or spiked shoes, or failure to use pads under rolling chairs or other furniture.
- Failure to follow the manufacturer's written installation instructions including protecting the floor from sub floor moisture, storage and handling.
- Failure to follow the manufacturer's written installation instructions on approved adhesives. Damage caused by use of water based adhesive over sheet vapor barriers or sound insulation
- Excessive or inadequate humidity in the area. Relative humidity in the area of use must be within a normal range of 35-55% .
- Stains as a result of negligence, chemical or industrial products, wax, or oil soaps for cleaning, or standing liquid for a prolonged period of time.
- This warranty does not cover removal or replacement of cabinets, appliances, furniture, or other fixtures.
- Insufficient or improper protection, care or maintenance, or failure to use Manufacturer approved installation and maintenance products
- Misuse or abuse
- Use of flooring for purposes other than for which it was designed
- Improper alterations of original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties. This includes sanding, top coating, re-coating or attempted re-finishing of the factory-applied finish.
- Gloss reduction is not considered surface wear through.
- Freight costs or expenses and any damage occurred during shipping.
- Failure due to structural changes in the sub floor, settling of the building or uneven sub floor that has not been adequately leveled.
- Accidents, negligence, abuse, or misuse. Warranty will be made void if man-made or natural disasters including leaking or broken plumbing, fire, flood, wind, lightening, earthquake, or standing water occur during or after installation.

## **WARRANTY DISCLAIMERS**

- THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE FLOORING.
- MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES, LOSS OF INCOME OR PROFITS, OR OTHER SIMILAR DAMAGES INCURRED BY THE ORIGINAL PURCHASER.
- SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY, FROM PROVINCE TO PROVINCE.