

# Commercial Ten-Year Warranty

Indoor applications of Chilewich vinyl-backed w2w (wall-to-wall) flooring products, vinyl-backed tiles, BioFelt®-backed tiles, and plank tiles (both vinyl-backed and BioFelt-backed).

## PRODUCTS AND PERSONS COVERED:

Chilewich offers this warranty for indoor applications of its vinyl-backed W2W flooring products, vinyl-backed tiles, BioFelt-backed tiles, and plank tiles (both vinyl-backed and BioFelt-backed). The warranty is for the original end-user only and is non-transferable and non-assignable.

## WARRANTY COVERAGE:

The covered flooring products will conform to the applicable specifications found on the company's website at <https://www.chilewich.com/contract/warranty> and will be free from defects in material and workmanship for a period of ten years commencing upon the original ship date from the manufacturer.

**Abrasive Wear:** Under normal use, the covered flooring products will maintain their appearance and texture through the warranty period. Should the product exhibit abrasive wear, claims will be evaluated by determining whether the product meets minimum product specifications when tested using standard manufacturing methodology. The covered flooring products will not be considered defective unless: (a) more than 10% of the face fiber is missing as measured by weight loss when compared to product specifications; (b) an area exhibits broken yarns or frayed fibers which result in a change of appearance which is not recoverable by maintenance or local repair to the flooring surface; or (c) the abrasion raises a safety concern caused by a change in the flooring's surface.

**Colorfastness:** The covered flooring products will not exhibit significant changes in color as a result of exposures to light or atmospheric conditions including ozone and oxides of nitrogen. A significant color change is defined as a color difference greater than a 3.0 gsu per AATCC 16E when compared to non-exposed materials.

**Static Protection:** Under normal use, the covered flooring products will not generate static build up greater than 3.5 kv during the warranty period as tested by AATCC 134.

## WARRANTY EXCLUSIONS:

The warranties regarding abrasive wear and colorfastness do not cover abnormal wear or appearance change caused in whole or in part by abusive treatment, excessive rolling traffic, unprotected chair castor traffic, repetitive mechanical traffic, chemical exposures or foreign contaminants which can accelerate or intensify surface wear and color change. The colorfastness warranty does not cover changes in color resulting from contact with materials like rubber compounds which have been shown to result in a change of color with contact. Installation and maintenance instructions listed at <https://www.chilewich.com/contract/warranty> must be followed for any warranty to remain in effect.

Chilewich's warranties do not cover product failures caused either by failure of the underlayment and/or sub-floor to meet the levelness, porosity and moisture level specifications set out in Chilewich's installation instructions or by adhesive compatibility or failure.

## REMEDIES:

Contact your Chilewich dealer, Chilewich representative and/or Chilewich customer service with product performance concerns. Chilewich will supply a Warranty Claim Form to gain information related to the problem, request pictures of the flooring and request a copy of a sales receipt or other documents as a proof of purchase. Once this information is received and reviewed, Chilewich at its expense may schedule an on-site visit, if required, to assist in the resolution of the concerns. If the material is defective as defined above, Chilewich will, at its sole option, repair or replace defective materials in the affected area as defined above. These are the end-user's sole and exclusive remedies. Chilewich will pay reasonable shipping and labor costs for removing or replacing the defective materials. Charges for moving equipment, furnishings or panels are the end-user's expense.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

Chilewich disclaims warranties and limits its liability as follows and to the maximum extent permitted by applicable law: (A) EXCEPT AS SET FORTH ABOVE, CHILEWICH DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED. CHILEWICH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (B) IN NO EVENT SHALL CHILEWICH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR BUSINESS INFORMATION,

OR ANY OTHER MONETARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS SOLD, RENTED OR LICENSED (WHETHER OR NOT CHILEWICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND (C) CHILEWICH'S ENTIRE LIABILITY FOR ANY MATTER OR THING RELATED TO THE GOODS SOLD, RENTED OR LICENSED OR ANY CLAIM ARISING IN CONNECTION THEREWITH, SHALL BE LIMITED TO THE LESSER OF THE COST OF THE LIMITED REMEDIES PROVIDED UNDER THE RELEVANT WARRANTY OR THE TOTAL AMOUNT ACTUALLY RECEIVED BY CHILEWICH FOR THE GOODS.