

# Lifetime limited warranty for TimberPlus® engineered wood floors



This warranty covers Mannington Flooring's (Mannington) TimberPlus® purchased after January 1, 2022 for residential interior use in the USA. The warranty extends to the first consumer purchase and the original installation only and expires upon transfer of the ownership of the house or apartment where the product is installed, or upon the resale, transfer or relocation (after installation) of the product. Coverage will be lost if the original purchaser fails to strictly follow all installation and maintenance instructions and recommendations as provided by Mannington to the consumer.

#### FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP WARRANTY

Mannington warrants its first-grade TimberPlus®, in their manufactured condition, to be free from defect in material and workmanship in grading, dimension, profiling and assembly. Mannington warrants that your Mannington TimberPlus® floor with the 5G® Dry™ installation system will not swell, cup, or crack due to normal cleaning practices (see the Care and Maintenance instructions for additional information).

The purchaser must carefully inspect the flooring panels before installing them in accordance with the installation instructions to be covered by this part of the limited warranty. Flooring panels that have been installed are considered as inspected and accepted by the purchaser under this limited warranty.

### LIMITED LIFETIME WARRANTY FOR STRUCTURAL DURABILITY

Mannington warrants the durability of the multilayer product structure relating to the pressing and fusing the single layers with one another. This means that these engineered hardwood floors will not delaminate when properly installed and maintained according to Mannington's installation and maintenance procedures, as enclosed with the product.

#### LIMITED LIFETIME WARRANTY FOR WATERPROOFNESS

# What does waterproof mean under this limited warranty?

Mannington TimberPlus® and the 5G® Dry™ installation system has undergone and passed testing according to current applicable industry standards to test the floor's (in particular the joints') resistance to moisture over time. This means that topical spills ("everyday household spills"), as long as the spill does not flow over the edge of the surface (edge of the room, cut boards, etc.), left for up to 24 hours, will not cause your Mannington TimberPlus® engineered hardwood floor with the 5G® Dry™ installation system to crack or delaminate. There will be no swelling (i.e. less than 3 %) when the floor has been left to dry for 24 hours and the floor will suffer no visual defects due to the topical spill such as discoloration, change in finish or warping. To best ensure the floor's long-lasting condition however, it is recommended that any spillage is removed as soon as possible.

All sources of subfloor moisture should be remedied prior to installation. In case of standing water or flooding, Mannington TimberPlus® and the 5G® Dry™ installation system will not act as a waterproofing barrier for the subfloor and/or any surrounding structure. For example, casualty events involving water coming in contact with your floor or damages due to failures normally covered by homeowners insurance, including but not limited to flooding or standing water from leaky pipes, faucets or household appliances are excluded from this limited warranty or damage to the subfloor and/or surrounding structure that is caused by standing water or flooding. Damage resulting from mold and/or mildew growth due to prolonged exposure to moisture is not covered by this limited warranty.

#### LIMITED LIFETIME WARRANTY FOR RESIDENTIAL WEAR RESISTANCE

TimberPlus® technology ensures a durable and wear resistant surface. Every plank is ready to install right out of the carton. There is no need for sanding or staining. With TimberPlus® you are assured excellent durability and wear-ability. Mannington warrants that the wear layer for TimberPlus® flooring, including the veneer layer, will not wear through or peel off of the hardwood flooring, provided the floor is used under normal residential conditions and installed and maintained in accordance with the Installation and Care instructions, in each case as enclosed with the product.

Under this limited warranty, wear defects are considered as visible wear through the wear layer which cover a surface of at least 1 square inch.

#### WHAT IS NOT COVERED

Because all products with a wood surface undergo colour changes when exposed to UV-light from the sun, visual damage such as joints, changes in colour due to exposure to light and the deformation of individual planks caused by seasonal, room climate conditions are not covered by this warranty.

The surface coating (oil or lacquer) is a protective layer for the wooden wear layer underneath and is subject to normal wear. This warranty does not cover wear of the surface coating or any damage caused to the wear layer underneath caused by delayed or improper repair of the surface coating.

This warranty is only intended to cover floors used in what Mannington considers normal conditions, i.e., an indoor relative humidity level between 35% and 65%. Although TimberPlus® flooring may tolerate shorter periods of extreme conditions, extended and frequently reoccurring exposure may cause cupping of individual planks.

The warranty does not cover any damage caused by incorrect treatment. In particular, the warranty does not cover damage resulting from sanding or use of other abrasive materials; damage caused from excessive exposure to moisture including but not limited to excessive wet mopping, spills and standing water; acts of God; damage resulting from weight or wear on the floor which is exceeding 500lbs/plank; damage caused by furniture and other heavy pieces (including but not limited to pianos) not provided with protective furniture pads; mechanical damage (including without limitation reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts) from sharp objects (including without limitation pets' claws, spikes or high heeled shoes), or damage resulting from insect infestation.

TimberPlus® flooring must further be properly cared for and maintained according to the care instructions enclosed with the product. If the installation or care instructions are missing and/or incomplete, the purchaser is obligated to request this information from Mannington Flooring directly or at www.mannington.com before installing the flooring.

The above statement of warranty is the only warranty provided by Mannington for TimberPlus® and the 5G® Dry™ installation system. This warranty is exclusive and in lieu of any and all other warranties whether oral or written, or express or implied.

In no event shall Mannington be liable or in any manner responsible for any claim, including but not limited to compensation claims for the removal/ fitting or installation of the flooring, costs for furniture removal, substrate materials and supplies, any loss or damage arising from the purchase, use or inability to use its products or from any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exculpatory damages (see below) or attorneys' fees, even if Mannington or its representatives have been advised of the possibility of such damages before sale.

# **HOW TO GET WARRANTY SERVICE**

Each panel of Mannington's TimberPlus® flooring is carefully inspected by our quality control personnel prior to leaving our factory to ensure they are defect free. The floor is expected to perform in what Mannington considers to be normal applications and conditions.

In the unlikely event that the waterproofness, the wear layer, the bonding or other structural aspect of a TimberPlus® flooring panel fails, the purchaser must contact the authorized Mannington Flooring dealer from which the original purchase was made no later than 30 days after discovering the defect but within the time period of the applicable limited warranty.

# **WARRANTIES AND FLOOR CARE**

The following items must be presented to the authorized Mannington Flooring dealer for a claim under this limited warranty to be considered:

- 1. Valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- 2. A description of the problem and/or a photograph/sample that clearly shows the warranty problem. Mannington's authorized dealer may inspect the product on site and provide its own conclusions for the claim.

Mannington reserves the right to and must be enabled to inspect the product where it is installed for this warranty to apply. Mannington may exercise this right within its own discretion.

## WHAT Mannington WILL DO SHOULD YOU NEED WARRANTY SERVICE:

If your claim is accepted under this limited warranty, Mannington will authorize your dealer to, at Mannington's option, repair or replace the affected flooring material. If the flooring was professionally installed, Mannington will pay the reasonable labor costs for the professional installer to perform the replacement or repair of the flooring for a period of five (5) years from the date of the original purchase. If the installed product is no longer available, Mannington will authorize your dealer to replace the affected floor with another style of equal value.

The foregoing reflect the only remedies available under this limited warranty. In no event will Mannington be liable for any incidental, consequential or punitive damages.

Any claim under the warranty must be made within 30 days of the date upon which the defect first became known to the purchaser.

#### **HOW STATE LAW APPLIES**

This warranty gives specific legal rights. You may have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages and in such event, the exclusions and limitations set forth above shall be construed and enforced to the fullest extent possible by the laws of any such state. Accordingly, some of the above limitations may not apply to you.

This Warranty is governed by the laws of Sweden and any action or proceeding arising out of this warranty shall be exclusively tried by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with their Rules for Expedited Arbitration. The seat shall be New York City, USA.

If any product to which this Limited Warranty applies is a consumer product under the Magnuson-Moss Warranty Act (15 U.S.C.A. §2301, et seq.) or other applicable law, the foregoing requirements for binding arbitration and disclaimer of implied warranties shall not apply, and such implied warranties and remedies shall apply as provided under applicable law.



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