

Colonial Lifetime Residential Wear Limited Warranty

Applies to Colonial (308 xxx)

Subject to the exclusions and limitations set out below, Matrexx Floor warrants that this product:

- Will not wear through, where “wear through” means the complete loss of decorative layer so that the printed pattern changes over a minimum of 3% of the total installation.
- Will be free from manufacturing defects.
- This Limited Warranty applies to owner occupied residential units / properties only. Residential rental units / properties are covered by the Moderate Commercial Limited Warranty below.
- This Limited Warranty is subject to the remedies, conditions and limitations listed below.

Colonial Lifetime Residential Waterproof Limited Warranty

Applies to Colonial (308 xxx)

Subject to the exclusions and limitations set out below, Matrexx Floor warrants that this product:

- Will not be damaged by normal residential household spills (1 litre or less of liquid) on the surface of the floor. (This Limited Warranty applies only to complete planks in their original manufactured state. Cut edges will no longer be sealed against moisture penetration. Cut edges are generally located close to walls and away from areas that spills usually occur, however sealing all cut edges with a silicone sealant is mandatory.)
- Spills should be wiped up as soon as possible or at least within 72 hours. Excessive spills (more than 1 litre of liquid) or spills left for longer periods will void this Limited Warranty.
- This product is not suitable for damp rooms such as saunas, rooms with damp concrete or rooms with floor drains. Installation in such areas voids this Limited Warranty.
- This Limited Warranty does not cover leaking pipes, household mechanical failures, appliance leaks, pet urine or any form of flooding.
- This Limited Warranty applies only to Palladian; no representation is made about the effect of excessive or prolonged moisture on subfloors.
- This Limited Warranty applies to owner occupied residential units / properties only. Residential rental units / properties are covered by the Moderate Commercial Limited Warranty below.
- This Limited Warranty is subject to the remedies and further conditions and limitations listed below.

Colonial Lifetime Residential Stain & Fade Resistance Limited Warranty

Applies to Colonial (308 xxx)

Subject to the exclusions and limitations set out below, Matrexx Floor warrants that this product:

- Will resist permanent stains from normal household food and drink items, provided that the floor is properly installed and maintained in accordance with Matrexx Floor recommendations (visit www.matrexxfloor.com for complete Installation Instructions and Care and Maintenance Recommendations). A stain is defined as an irreversible localized color change rated less than 3.0 on the AATCC Grey Scale of Evaluating Staining (1.0 = more change; 5.0 = less change).

- Will not fade as a result of direct sunlight or household lighting. Fading is defined as an irreversible localized color change rated less than 3.0 on the AATCC Grey Scale of Evaluating Shade Change (1.0 = more change: 5.0 = less change).
- This Limited Warranty excludes willful damage including burns, as well as any damage or discoloration caused by harsh substances (i.e drain cleaner, bleach, battery acid etc.) that may degrade or destroy the flooring.
- This Limited Warranty is not a cleaning contract. The consumer must perform proper cleaning and maintenance regularly and as needed. In order to make a claim under this warranty, the owner must have attempted to remove the stain within three (3) working days after occurrence of the spill.
- This Limited Warranty applies to owner occupied residential units / properties only. Residential rental units / properties are covered by the Moderate Commercial Limited Warranty below.
- This Limited Warranty is subject to the remedies and further conditions and limitations listed below.

Colonial 10 Year Moderate Commercial Limited Warranty

Applies to Colonial (308 xxx)

Subject to the exclusions and limitations set out below, Matrexx Floor warrants that this product:

- will not wear through, where “wear through” means the complete loss of decorative layer so that the printed pattern changes over a minimum of 3% of the total installation.
- will be free from manufacturing defects.
- This Limited Warranty is subject to the remedies, conditions and limitations listed below.

Note: Moderate commercial is defined as moderate traffic commercial areas such as business offices, boutique shops, home offices, residential rental units and properties, etc. Heavy traffic areas, entry foyers, corridors, food preparation and service areas, or any areas where there are heavy rolling loads are not covered by this Limited Warranty.

The following remedies are available to you if the floor fails to perform according to the above Limited Warranties:

- During the first two years following installation, Matrexx Floor will at its option (i) repair the floor to conform to the warranty or (ii) replace the affected area with another floor of equal value and quality at the pro-rated percentage cost of the material based on the following schedule:
 - During the first year: 100% credit
 - During the second year: 90% credit
- If the floor was professionally installed by a certified laminate installer, Matrexx Floor will also pay reasonable replacement labor costs during the first two years after installation, not to exceed two dollars (\$2.00) per square foot of product. There is no labor cost reimbursement for owner or D.I.Y. installation.
- After the second year, Matrexx Floor will at its option (i) repair the floor to conform to the warranty or (ii) provide a credit note for material only (no labor) at the pro-rated percentage cost based on the following schedule:
 - During the third year: 80% credit
 - During the fourth year: 70% credit
 - During the fifth year: 60% credit
 - During the sixth year: 50% credit
 - During the seventh year: 40% credit
 - During the eighth year: 30% credit
 - During the ninth year: 20% credit
 - After the ninth year: 10% credit

EXCLUSIONS

MATREXX FLOOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY INCLUDE REPAIR OR REPLACEMENT OF THE AFFECTED AREA, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE PURCHASER. MATREXX FLOOR WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MATREXX FLOOR IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. MATREXX FLOOR'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser.

Conditions and Limitations

- The product must be properly installed according to Matrexx Floor installation instructions, or these Limited Warranties are void. Defective installation is not covered by these Limited Warranties. Proper installation includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. Subfloor must be clean, smooth, flat, solid (no movement), and dry, and all sources of subfloor moisture must be remedied prior to installation. Visit www.matrexxfloor.com to view full installation instructions for this product.
- Water damage due to installation on unlevel or uneven floors where liquid will pool or run is not covered by these Limited Warranties.
- These Limited Warranties exclude (i) damages covered the property owners or tenants' insurance; and (ii) damages that would customarily be covered by a property owners or tenant insurance policy, regardless of whether such policy is in place.
- These Limited Warranties exclude damages caused by flooding or standing water from leaky pipes, faucets, or household appliances.
- These Limited Warranties exclude damage caused by flooding, standing water from hydrostatic pressure or any other casualty events involving water coming into contact with your floor.
- These Limited Warranties exclude damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.
- Palladian is not to be installed in areas that are not temperature and humidity controlled. Installation in such areas voids these Limited Warranties.
- Excessive subfloor cracking and movement can cause the floor to crack. Matrexx Floor cannot be responsible for damage from an unstable or deteriorating subfloor.
- These Limited Warranties apply only to material sold as first quality.
- Scratches, chips and gouges are not covered by these Limited Warranties.
- Damage from inappropriate maintenance is not covered by these Limited Warranty. This includes but is not limited to over wetting (wet mopping is not a recommended cleaning method for Palladian) and damage from vacuum cleaners and steam mops. Steam mops cannot be used on Woodlane™ products and any such use voids this Limited Warranty.
- Damage and/or joint failure from abuse such as furniture moving, the use of caster chairs without proper floor mats/protectors, or repeated rolling loads is not covered by these Limited Warranties.
- Discoloration from heat, mold or alkali are not covered by these Limited Warranties.
- Problems resulting from excessive moisture in the subfloor are not covered by these Limited Warranties.

- This Limited Warranty does not cover products installed with visible defects that could be seen prior to installation.
- These Limited Warranties do not cover the cost of moving furniture, appliances or computers, or any other site preparation required for the replacement.
- These Limited Warranties do not cover mouldings and trims.
- A difference in color of the floor compared to the sample or photograph are not covered by these Limited Warranties. Subtle differences in texture compared to the sample are not covered by these Limited Warranties. Production lots will vary, and these differences are not considered manufacturing defects.
- Squeaking sounds and/or “noise” are not covered by these Limited Warranty. These issues when they occur are a result of one or more of the following issues: subfloor issues, improper installation, an obstruction somewhere in the installation that is preventing the floor from floating as intended.
- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear is not covered by these Limited Warranties.
- These Limited Warranties are non-transferable and are extended only to the original end-use purchaser either directly, or by and through a Matrexx Floor authorized retailer or distributor.
- These Limited Warranties provide a maximum of one replacement floor.
- The Residential Limited Warranties cover only normal household conditions commonly associated with daily household use.

How to File a Claim

If you think that there is a defect in your Palladian flooring that is covered by these warranties, you must notify the retailer (or distributor) who sold you the flooring. Your retailer (or distributor) will be able to file a claim on your behalf. Proof of purchase, including the Matrexx Floor invoice number for the material involved, the date of purchase and the date of installation must be presented to file a claim.

For all claims made in the United States of America, these Limited Warranties shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with these Limited Warranties shall be subject to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia and may be brought only in such court.

For all claims made in Canada, these Limited Warranties shall be governed by and construed in accordance with the domestic laws of the Province of Ontario without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with these Limited Warranties shall be subject to the exclusive jurisdiction of the Superior Court of Kitchener Ontario and may be brought only in such court.