LOOSE LAY FLOOR WARRANTY GUIDE

The protective wear layer of Urban Surfaces flooring is warrantied not to wear through the print film layer to the core during the time specified by the wear layer size and application listed in the chart above. Finish wear through is defined as 100% wear layer removal down to the core over 3% of the total flooring installation. (Gloss reduction, surface scratches, or surface abrasions are not considered surface wear through.)

**Lifetime Wear Warranty**: the expected normal life of the flooring under normal wear and maintenance (25-years)

**Residential**: Defined as a home-owner occupied single-family home.

**Light Commercial**: Defined as installations 3000 sq. ft. or less which do not have heavy commercial traffic, rolling loads, or where the flooring is not exposed to a heavy commercial maintenance schedule (Defined by Urban Surfaces). For the purposes of defining application, multi-family, rental homes, or any managed properties are considered light-commercial.

**Commercial**: Defined as installations over 3000 sq. ft., moderate to heavy traffic.

**MANUFACTURER’S WARRANTY**:

Urban Surfaces warrants that Urban Surfaces’ Loose Lay products will be free from defects in materials and workmanship for a specified amount of time -see warranty terms- from the date of invoice, provided that the material was installed and maintained according to Urban Surfaces installation and maintenance guides. Coverage also includes delaminating, curling, fading or color loss under normal household use and when properly maintained. It is the responsibility of the installer and owner to carefully inspect all material under sufficient lighting for visual defects and damage prior to installation. Urban Surfaces will not be responsible for any claim for products installed with visual defects. Products installed with visual defects are considered accepted as is. Urban Surfaces will not repair, replace, or pay any labor costs for materials with defects that were apparent before or at the time of installation and were installed regardless. Manufacturing defects are covered for the aforementioned time and claims must be reported within that time frame for coverage to be in effect.
If a defect covered by this limited warranty is reported to Urban Surfaces within 12 months of purchase in accordance with the claims process instruction on www.urbansurfaces.com/resources/?claims. Urban Surfaces will supply new material of *same or similar grade, color, and pattern to replace the defective area at no charge. Urban surfaces will also pay reasonable labor costs if the floor was professionally installed (proof of original invoice required). If the material was sold as “Do-It-Yourself” then no labor cost will be paid by Urban Surfaces. (Reasonable labor costs are to be determined by Urban Surfaces based on industry standards not individual installer bids or invoices.)

*Only new material from the current product range at the time of the claim will be supplied. If a product that has a claim is no longer in the current range (all current range products can be found at the time of settling the claim), the next closest product of similar color, pattern, and quality will be supplied. Urban Surfaces cannot make special arrangements to manufacture products that have been discontinued or that were originally special ordered. There will be no other form of compensation.

If a defect covered by this limited warranty is reported to Urban Surfaces within 12-24 months of purchase in accordance with the claims process instruction on www.urbansurfaces.com. Urban Surfaces will supply new material of *same or similar grade, color, and pattern to replace the defective area at no charge. Urban surfaces will also pay fifty percent (50%) of reasonable labor costs if the floor was professionally installed (proof of original invoice required). If the material was sold as “Do-It-Yourself” then no labor cost will be paid by Urban Surfaces. (Reasonable labor costs are to be determined by Urban Surfaces based on industry standards not individual installer bids or invoices.)

If a defect covered by this limited warranty is reported to Urban Surfaces within 24-36 months of purchase in accordance with the claims process instruction on www.urbansurfaces.com/. Urban Surfaces will supply new material of *same or similar grade, color, and pattern to replace the defective area at no charge. Urban surfaces will not pay any labor costs.

If a defect covered by the limited wear warranty is reported to Urban Surfaces in writing in accordance with the claims process instruction on www.urbansurfaces.com/ within warranty period (see wear warranty table for appropriate defect and wear-through warranty terms) but after 36 months of purchase, Urban Surfaces will prorate the flooring based on the remaining warranty period and original value toward new material of *same or similar grade, color, and pattern to replace the defective area. Urban surfaces will not pay any labor costs.

*Only new material from the current product range at the time of the claim will be supplied. If a product that has a claim is no longer in the current range (all current range products can be found at the time of settling the claim), the next closest product of similar color, pattern, and quality will be supplied. Urban Surfaces cannot make special arrangements to manufacture products that have been discontinued or that were originally special ordered. There will be no other form of compensation.
**Coverage for manufacturing defects is for the first 36 months from the date of the invoice. Thereafter, coverage is for the wear warranty only.**

Warranty belongs to the original purchaser (defined under ‘Warranty Owner’).

**WHAT DOES 100% WATERPROOF MEAN?**

Urban Surfaces’ glue-down products will not swell, buckle or lose structural integrity when exposed to moisture from everyday household spills. Loose Lay flooring will not act as a waterproofing barrier for the subfloor and/or any surrounding structure.

**Standing Water:** Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

**Mold & Mildew:** Although moisture will not affect the floor’s integrity, it is probable that when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur—particularly if the moisture problem remains undiscovered or unaddressed.

**WATERPROOF EXCLUSIONS:**

- All casualty events involving water coming into contact with your floor and failures normally covered by homeowners’ insurance including, but not limited to damages caused by:
  - Damages caused by flooding
  - Standing water from leaky pipes, faucets, sliding glass doors or household appliances
  - Flooding or standing water from hydrostatic pressure or other casualty events
  - Act of God/natural hazards.

- Topical moisture where the liquid has flowed over the edge of the flooring (perimeter, areas where boards are cut, etc.)
- Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank or tile.
- Damage and/or odor resulting from mold & mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.

**OTHER EXCLUSIONS:**

- Recurrent rip, tear, delamination, curling, fading, or other floor covering failure indicating that Urban Surfaces flooring is not suitable for the application and should not have been originally installed in the application. It is the responsibility of the contractor (and/or) installer to determine the suitability of the flooring for the application prior
to installation. Installation in an unsuitable environment is not the responsibility of Urban Surfaces.

• Not following Urban Surfaces Installation and Maintenance guides.
• Damage caused by chemically reactive material, mold, dye, stains,
• Damage caused by improper storage and handling prior to installation.
• Water, moisture or PH imbalances in the subfloor, including but not limited to hydrostatic pressure.
• Casualty events, Act of God/natural hazards, or other damage that would otherwise fall under homeowner’s/renter’s insurance coverage.
• Material utilized for any use other than prescribed use as flooring.
• Any abnormal use or misuse as defined by Urban Surfaces.
• Damage caused by improper rolling loads.
• Damage caused by rolling chairs without hard surface chair mats. (Rolling chairs should have caster type wheels exchanged for wood safe rollerblade style wheels 2-inches or larger.)
• Damage caused by abuse such as moving appliances across the floor without adequate protection. (When moving appliances or heavy furniture, lay a plywood panel on your floor and “walk” the item across it.)
• Cuts, scratches, gouges, scuffs, punctures, tears, indentations, chips, and burns.
• Damage caused by pet claws, high heel shoes, spoked or damaged heels, cleats, sports shoes, pivot points (i.e. seating areas), sand, pebbles, or other abrasive materials, either mechanical or other physical abuse and/or accidents. Damage from adhesives or tape.
• Damage caused by toys, scooters, skateboards, roller skates or other recreational items intended for outdoor use.
• Installations outdoors (exterior application) or other inappropriate applications: i.e. breezeways, garages, sheds, etc.
• Minor color, shade, pattern or texture variations between samples or printed/digital color photography and the final product. Single sample chips may be part of a set from a variegated pattern. Differences in dye lots or batch numbers.
• Floors that are donated, factory seconds, close-outs, discontinued, graded “irregular,” or otherwise (sold/marked) “as is” do not have warranty coverage.
• Flooring sold by Urban Surfaces within the United States of America and exported without the consent of Urban Surfaces is explicitly excluded from all warranty coverages.
• Urban surfaces does not warrant the installers’ workmanship
• Moldings or trims of any type.
• Failure to acclimate Urban Surfaces products per the installation guidelines, and maintain the temperature of the room and flooring between 60-95°F
ADHESIVE GLUE BOND WARRANTY

Urban Surfaces will warranty the bond of Urban-3010 and Urban-3020 adhesives equal to the warranty life of the Urban Surfaces flooring it is being used with. Urban Surfaces will not warrant the bond of any adhesive that is not an ‘Urban Surfaces’ product. Glue bond warranties for third party adhesive brands are to their respective manufacturer.

If an installation failure occurs as a direct result of the use of defective Urban Surfaces’ adhesive, Urban Surfaces will provide equivalent floor covering and adhesive materials cover reasonable labor costs to repair or replace the failed portion of the installation as determined at the sole discretion of Urban Surfaces.

This adhesive warranty applies only to the adhesive related bond failures. However, Urban Surfaces cannot warrant those variables over which our company has no control. Factors such as the quantity of the adhesive used, the workmanship of the installer, the condition of the subfloor, the suitability of the flooring product for the installation on the particular job, excessive moisture or alkalinity, or any other conditions that might affect the installation.

This Warranty Is Valid Provided That:

• The installation is performed per Urban Surfaces’ guidelines on www.urbansurfaces.com and within the shelf-life of the adhesive.
• The installation is performed per Urban Surfaces’ guidelines on www.urbansurfaces.com and within the shelf-life of the adhesive.
• The adhesive is used with an Urban Surfaces glue-down floor covering product and both the adhesive and floor covering are intended for that use and environment.
• The adhesive has been stored under proper conditions and protected from freezing.
• Applicable building codes, regulations and standard industry practices have been met.
• (“Glue” is used interchangeably with “adhesive.”)

INSPECTIONS

Urban Surfaces reserves the right to inspect and document the cause for any claim including collecting photographs, samples, documentation of the installation, and any applicable inspection reports as deemed necessary or this warranty is null & void. Any repairs done prior to completion of inspections by an Urban Surfaces representative voids any warranty. If a claim is in question, the services of a third-party floor covering inspection company may be employed. The party found to be responsible will be liable to cover the cost of inspection services.
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REPLACEMENT / REPAIRS

Urban Surfaces will, at its discretion, repair or replace product meeting the above-listed warranty requirements. Urban Surfaces reserves the right to repair or replace any flooring deemed defective with an installation source of its own choosing. If Urban Surfaces repairs or replaces a floor as a result of a warranty claim, it is the Warranty Holder’s responsibility to clear (move), at their own expense, any items placed over the affected areas. Urban Surfaces will not cover charges for moving items, furniture, appliances, or other obstructions to the flooring. Urban Surfaces will not pay any associated incidental expenses under this limited warranty. In the event that Urban Surfaces repairs a floor, this limited manufacturer’s defect and wear warranty shall remain in effect with the start being the purchase date of the original flooring. No additional warranty length or terms will be extended to the flooring repair or replacement. Replacement floor covering may be different in gloss level, shading, texture, etc. Urban Surfaces cannot guarantee, nor be held responsible, to match adjoining flooring due to different dye lots being used.

In the instance where there is a limited amount of square footage defective in a room, hall, area, etc., Urban Surfaces will replace the defective material only. If additional material is requested to accommodate a closer match throughout a room, this material will have to be purchased and installed separately of any warranty repairs or replacement. Additional upgrades beyond warranty repairs outlined in this limited warranty are not the responsibility of Urban Surfaces.

REFUND POLICY

Urban Surfaces will not refund money for the defective flooring material as part of a floor claim settlement. The only form of compensation shall be a replacement product for defective material and reasonable costs in accordance with the labor description above.

SPECIAL CIRCUMSTANCES

Urban Surfaces is not liable for extra labor charges stemming from special circumstances such as night work or difficult installation locations such as remote cities. Reasonable labor costs are determined by industry standards, not special circumstances.

WARRANTY OWNER:

For Residential: The warranty owner is the resident homeowner who is the original purchaser of the flooring from Urban Surfaces or an authorized retailer or dealer, not to any subsequent homeowner.
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For multi-family and commercial: The warranty owner shall be the original owner or property management company (if applicable) of the property/building/unit at the time of purchase.

Non-Transferable: This limited warranty belongs to the original Warranty Holder and is non-transferable. Ownership is not transferable to new owners of property/building/unit or any other property management company. (The “original purchaser” and the “original owner” of the flooring subject to this limited warranty may be referred to as the “Warranty Holder”)

WARRANTY SERVICE:
You, the original purchaser, must initiate a claim by contacting your authorized Urban Surfaces retailer or dealer for warranty or claim service. The retailer or dealer is responsible to inspect their installer’s workmanship and confirm if the incident is warranted. Please provide a valid proof of purchase from Urban Surfaces, along with photographs that clearly depict the concern and surrounding area. If available, samples should be submitted for testing.

START OF WARRANTY COVERAGE:
Warranty coverage is activated upon receipt of payment at which time it is backdated to the date of invoice (“Warranty Owner”). No warranty coverage is active while an invoice remains unpaid or partially paid.

IMPLIED WARRANTIES:
Urban Surfaces does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Urban Surfaces shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

This warranty shall not include loss of time, inconvenience, incidental expenses incurred This warranty shall not include loss of time, inconvenience, incidental expenses incurred