

RESIDENTIAL HARDWOOD WARRANTY

Limited Lifetime Residential Warranty for PERGO Max[®] Hardwood Floors

PERGO Max Limited Lifetime Warranty

Pergo provides the following lifetime residential warranty to the original purchaser for as long as he or she owns the flooring. This warranty applies to the first owner and the first installation of the product and may not be transferred. The "first owner" is the person stated as the buyer on the purchase document(s). This warranty applies only to first quality PERGO brand products purchases made after the edition date of this warranty. The limited warranty does not cover any damage that occurs during shipment or installation.

Manufacturing Defects

Pergo hereby warrants to the original owner ("Buyer") their PERGO Max engineered hardwood flooring will be free from manufacturing defects for as long as Buyer owns the floor. Hardwood is a natural product and may have naturally occurring variations in grain and color, mineral streaks and knots. The owner/installer of a PERGO Max Hardwood floor must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation.

Finish Warranty

Under normal use conditions, Pergo hereby warrants to the original owner ("Buyer"), the factory applied finish of their PERGO Max Hardwood floor will not wear through or will not lack finish adhesion for as long as the original Buyer owns the floor. **Diminished gloss is not considered wear through of the finish**. In the event the finish wears through or releases from the PERGO Max Hardwood floor, Pergo will, at its option, repair or replace the affected planks or area, prorated over the remaining life of the warranty.

Structure Warranty

Under normal use conditions, Pergo hereby warrants to the original Buyer of PERGO Max Hardwood flooring the plies will not separate for as long as the Buyer owns the home. Pergo will, at its option, repair or replace any defective planks at no cost to the Buyer.

Moisture Warranty

Pergo hereby warrants to the original Buyer of PERGO Max Hardwood flooring against moisture damage due to topical spills for as long as the original Buyer owns the home. Topical spills of normal household substances (food and beverages) must be removed promptly. Topical spills allowed to remain on the floor for any considerable time will damage the PERGO Max wood floor and will void this warranty. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not topical spills and are not covered by this warranty.

Jobsite Conditions

Pergo recommends all PERGO Max wood floors be acclimated before installation. The purpose of acclimation is to allow the moisture content of the wood flooring to adjust to "normal living conditions" at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

The room temperature must be within a range of 60-80 degrees Fahrenheit, with a relative humidity between 35% to 55%. These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under this warranty.

Pergo's Responsibility:

In the event Pergo determines one or more of the above warranty conditions apply to a claim by the original Buyer, the Buyer's exclusive remedy and Pergo's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective PERGO Max Hardwood floor for the affected areas only, or (2) the refund of the applicable purchase price. PERGO HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSO EVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PERGO HAVE ANY OTHER LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PERGO HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO THE BUYER IN EXCESS OF THE PURCHASE PRICE OF THE PERGO MAX HARDWOOD FLOOR. PERGO EXPRESSLEY EXLUDES AND SHALL NOT BE REPSONSIBLE FOR INICENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. If Pergo shall elect to repair or replace any defective PERGO Max Hardwood floor, then Pergo will supply a new PERGO Max Hardwood floor of the same color and grade, if available. If such PERGO Max Hardwood floor is not available or discontinued, Pergo reserves the right to supply a PERGO Max Hardwood floor of similar value and appearance.

This Limited Lifetime Residential Warranty is pro rata. A pro rata warranty is one that provides a refund or credit and decreases according to a set formula as the warranty period progresses. The original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon the warranty period. The Limited Lifetime Residential Warranty is prorated over 33 years. Any services that are provided as part of this warranty do not extend the warranty period.

This limited residential warranty does not apply to Cabin grade or other downgraded or discontinued PERGO Max Hardwood floors and any such product(s) that are sold "as is". Any and all representations, promises, warranties or statements by Pergo or its agents that differs in this manner from the terms of this limited warranty shall be of no force or effect unless in writing and signed by a duly authorized officer of Pergo.

If there is a conflict between these general terms and conditions and the terms and conditions of the warranties as specified, the terms and conditions of the warranties specified shall control.

Any of the following shall void and invalidate the above limited warranty.

Visible Defects—**Boards with visible defects must not be installed**. Visible defects are those defects which are apparent on the face of the flooring. Boards with visible defects must be noted by the installer/buyer and reported before installation so that replacement flooring can be furnished prior to installation.

Building Settling or Uneven Subfloor—Building settling or uneven subfloors are considered to be part of the pre-installation inspection process. Do not install PERGO Max Hardwood flooring if these situations exist. This Pergo limited warranty does not cover damage or defects caused by settling or uneven subfloors.

Improper Installation—PERGO Max Hardwood floors must be installed in strict accordance with Pergo's written installation instructions. Instructions are provided with the floor and can also be obtained through your retailer or at 1-800-33-PERGO (1-800-337-3746) or <u>www.pergo.com</u>. Improper installation, done in a way that is contrary to Pergo's written installation instructions, can cause problems with PERGO Max Hardwood floors. This Pergo limited warranty does not cover damage or defects caused by improper installation.

Improper Maintenance or Inadequate Care—PERGO Max Hardwood flooring requires proper maintenance. PERGO Max Hardwood floors must be maintained in accordance with Pergo's written maintenance instructions. These instructions are included with the flooring and can be obtained through your retailer or at 1-800-33-PERGO (1-800-337-3746) or <u>www.pergo.com</u>. This Pergo limited warranty does not cover damage or defects caused by improper maintenance or inadequate care.

Refinishing—The factory finish of your PERGO Max Hardwood floor may be refinished. However, refinishing the flooring will void the Finish Warranty.

Accidents, Abuse or Abnormal Wear—Pergo does not warrant against damage or defects resulting from accidents, abuses or abnormal usage which stain or scratch the finish, diminish gloss or indent the surface of the PERGO Max Hardwood floor. This Pergo limited warranty also does not cover damage or defects caused by heavy or concentrated foot traffic, damage by pet claws (nails) or failure to protect the PERGO Max Hardwood floor from sand, gravel or other abrasives by use of walk-off mats.

Indentations from High Heel Shoes—High heel shoes can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8" and walking on any wood surface with high heel shoes is considered an abusive situation. This Pergo limited warranty does not cover damage or defects caused by high heels, shoes in need of repair or golf cleats.

Problems with Moisture or Dryness—This Pergo limited warranty does not cover damage or defects caused by wetting, presence of excessive moisture or by conditions which are too dry. Floods, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not covered by this warranty. See PERGO Max Hardwood floors' written installation instructions for more details.

Excessive Lighting—This Pergo limited warranty does not cover damage or defects, including, but not limited to color changes caused by excessive sunlight or intense lighting. Excessive sunlight or intense lighting can cause color changes in the finished product. Window treatments will usually provide adequate protection against excessive sunlight or intense lighting. Additionally, due to the effects of excessive sunlight or intense lighting, new and/or replacement PERGO Max Hardwood flooring may not match display samples and/or existing flooring.

Difference from Samples—This Pergo limited warranty does not cover visual differences between color samples and the color of the installed floor. Please approve your floor's color prior to installation.

Radiant Heating—PERGO Max Hardwood may be used with radiant heating systems provided they are installed in compliance with Pergo's written installation instructions.

Transferability—This Pergo limited warranty is applicable to the original owner only and to the PERGO Max wood flooring used in the original installation. The warranty is non-transferable.

How to Make Claims:

Any claim under the limited residential warranty above must be made by contacting your retailer with 30 days after the basis for the claim is detected. In addition, any claim under the limited residential warranty must be made before the end of the applicable limited warranty period. Proof of purchase, including date of purchase, must be presented to make a claim.

This warranty is conditional based upon 1) Lowe's receipt of notice from the Buyer; 2) Pergo's receipt of notice from Lowe's of the alleged defect prior to the expiration of the limited warranty period; and 3) evidence the PERGO Max Hardwood floor is not subject to any of the limitations described above.

Your Obligation to Pergo—As the Buyer of PERGO Max Hardwood flooring, you agree to follow all installation, care and maintenance directions as related to the PERGO Max Hardwood flooring. You also agree to allow Pergo the opportunity to repair any claimed defects. Pergo must be given the opportunity to inspect the flooring installation prior to any removal or repair that will be submitted for warranty coverage. The original proof of purchase must be supplied along with a warranty claim submission.

Care and Cleaning

Place felt floor protectors under the legs of movable furniture. Chair casters should be rubber—not plastic or metal. Place walk-off mats at entrances. Dust mop or damp mop only. NO wet mopping. Do not use abrasive cleaners, detergents, soaps waxes or polishes. Use correct hard surface vacuum tools. Do not use rotating beater bars, floor scrubbers, steamers, jet mops or similar products. DO NOT allow liquids to stand on the floor. Wipe up spills immediately. **DO NOT allow moisture to be on the floor for longer than 30 minutes.**

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