



innovative design. flooring performance.

## Limited Warranty

Flexco Corporation, Inc. manufactures and markets its products under the trade name Flexco®. All Flexco products are covered by a warranty period from the date of purchase by the Installer or End User against defects in material and workmanship and conform to product specifications, provided installation, maintenance and use falls within Flexco's current written instructions. Most products, as described below, also carry a Limited Wear Warranty and those details are described on a per product basis. The Limited Wear Warranty is related to "Wear Through" of the product wear layer.

### NOTICE OF DEFECT PRIOR TO INSTALLATION

Flexco requests notification of any defect prior to installation. If this occurs, Flexco will replace the material at no charge to the Installer or End User. Failure to notify Flexco prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

### NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Flexco. Flexco must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Flexco determines the product to be defective, Flexco will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described within each product section relevant to the limited manufacturers' and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

### ACCESSORIES

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.  
No Commercial or Residential Wear Warranty.

If determined by Flexco to be defective, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor

## WARRANTY EXCLUSIONS

This written Flexco Limited Warranty does not include issues that fall into the following:

- Any product purchased and installed prior to October 1, 2012
- Any promise made by any salesperson or representative that is not expressly made in written form.
- Workmanship errors, Flexco products should be installed by professional flooring contractors who have demonstrated expertise in the installation of commercial flooring.
- Material installed with obvious defects that are not reported prior to installation.
- Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools due to the uncontrolled nature of the samples once they leave the possession of Flexco.
- Fading and/or Discoloration resulting from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.
- Tears, burns or damage due to improper use, installation or maintenance including cleaning materials and methods.
- Unreasonable labor costs and labor cost outside of the described prorated schedule.
- Any concern directly related to the use of a non-approved Flexco adhesive unless approval is given in written form.
- Concerns created from moisture or alkali in the substrate. Flexco requires testing for moisture and alkali prior to installation and all results made available for review upon request.
- Concerns created from markings and/or contamination that "transfer" and/or "bleed through" causing discoloration or staining.
- Concerns from telegraphing of the substrate or improperly prepared substrate.
- Concerns from product installed over raised access panels creating uneven areas within the flooring surface.
- Damage from stiletto high heels, spiked heels, spiked footwear, improper leg and/or chair casters or protection, damaged leg and/or chair casters or protection. The suitability and warranty of casters and/or protection devices used on the flooring surfaces are the responsibility of the appliance or furniture manufacturers and not Flexco.
- Damage resulting from the use of automobiles, pallet jacks and/or forklift traffic.
- Damage, deterioration or premature wear from the use of cleats, spikes and/or ice skates without blade guards.
- Product installed in restaurants, commercial kitchens, cafeterias, work areas or shops in which the products are exposed to oils and grease. Repel Rubber products are recommended for these areas while following the prescribed maintenance programs.
- Products installed outdoors (other than Prime Sports Floor & Tuflex) as Flexco products are designed to perform within indoor applications only.
- Any product sold as "seconds," "mill run," "nonconforming," or otherwise designated as non-first quality materials. These items are sold "as is."
- Any product sold as "seconds," "mill run," "nonconforming," or otherwise designated as non-first quality materials. These items are sold "as is."
- Any additional expenses associated with overtime, replacing or moving appliances or furniture, interruption of business, loss of use or other related costs associated with the replacement of defective product.



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## **ALL FLEXCO PRODUCTS**

The described Limited Warranty applies to all Flexco products, which are installed, maintained and used within the written recommendations of Flexco through the current documented specifications at the time of purchase and installation for the product. To be considered eligible for replacement under this documented warranty, notice must be made 15 (fifteen) days of discovery of the defect by submission of a claim to the appropriate Flexco representative. Appropriate Flexco representatives include active Distribution and/or Regional Territory Managers. Flexco reserves the right to replace the determined defective product with a product of its choice, within reason, due to the unavailability of installed original product or discontinued product offering. Flexco will only be responsible for the replacement of affected Flexco products and products used to install Flexco products. We will not be responsible for other products used in conjunction with Flexco products.

## **WARRANTY DISCLAIMER**

**FLEXCO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED TO MERCHANTABILITY OR FITNESS FOR USE WITH ANY FLEXCO PRODUCT.**

The above written warranties supersede any previous written warranties described in any product literature. Flexco is not responsible for an inaccuracies or misinterpretations of this Limited Warranty document.

The above written warranties are in lieu of any warranties which are expressed or implied and Flexco shall not be held liable for any incidental or consequential damages resulting from any defect, negligence, breach of expressed or implied warranty, except where the exclusion or limitation of incidental or consequential damages is prohibited by state law. These warranties provide specific legal rights; these and other rights may vary from state to state. To learn the legal rights in a specific state, consult the local or state Consumer Affairs Office or the State Attorney General.