# MARINE FLOORING PRODUCTS 5 YEAR WARRANTY

# Coverage

Subject to the below exclusions, Lonseal, Inc. warrants that Lonseal Marine flooring products will be free from manufacturing defects for a period of one (1) year from the date of purchase and that, when properly installed and maintained, shall not wear through as a result of normal foot traffic for a period of five (5) years from the date of installation. This warranty shall become void if the maintenance, subfloor conditions, and/or installation procedures do not conform to those prescribed by Lonseal, Inc. in the Marine Installation Guide and/or other Lonseal Technical documents.

#### Warranty Exclusions (the above limited warranty does not cover):

- 1. Dissatisfaction due to improper maintenance, improper installation including insufficient or improper floor preparation or substrate deficiency.
- 2. Deviations from samples or printed illustrations in color or texture. Variations in color can exist between dye lots. Suspect material must not be installed without receiving advance approval from Lonseal, Inc.
- 3. Loss due to inconvenience, incidental expenses or consequential damages.
- 4. Inherent manufacturing variances; failure of any embossed pattern to match at seam(s), pin marks, half moon marks, or shiny spots.
- 5. Resultant damage due to:
  - Stains and/or discoloration caused by (but not limited to): dyes or inks, fading from sunlight or heat generation sources, contact
    with rubber products and/or synthetic backings including that which may be attributable to plasticizer migration; non-approved
    adhesives or floor care products not recommended by Lonseal.
  - Traffic-borne contaminants from painted surfaces and sealers; chemically reactive spillage; crocking.
  - Substrate telegraphing of underlayment, fasteners, imperfections and/or joints.
  - Cuts, scratches, gouges, scuffs, punctures, tears, indentations, and/or burns.
  - Indentation from the use of improper or poorly designed furniture rests, wheels and/or floor protectors.
  - Inadequate protective entrance or landing matting.
  - Accidents or any intentional misuse or misapplication of products.
  - Bond failure due to the presence of excessive topical moisture.
  - Fire, flood or other acts, omissions, causes or events beyond the control of Lonseal.
  - Improper installation and maintenance, including (but not limited to) use of adhesives and/or techniques not recommended by Lonseal in accordance with the Lonseal's Marine Installation Guide and/or other Technical documents. [NOTE: This warranty shall be VOID if any Lonseal Products are installed with adhesives and/or techniques not specifically recommended by Lonseal in Lonseal's Marine Installation Guide and/or other Technical documents.]

### TOPSEAL urethane finish warranty exclusions (the above limited warranty does not cover):

 Gloss reduction from routine wear, or irregular visual appearance from traffic path, or excessive soil build-up due to lack of or improper maintenance.

### **Terms**

# General Claims Procedure

Claims must be reported to Lonseal, Inc. in writing within five (5) years of purchase, except for claims of product defect as detailed below. Lonseal requires a sample for evaluation, or at its option, may have the installation inspected by a Lonseal representative or agent, or licensed independent inspector; or claimant may hire a licensed independent inspector. If Lonseal determines that the claim is valid, Lonseal will supply new product(s) of the same or similar grade sufficient to repair or replace the affected Lonseal vinyl, but will not pay for labor or related replacement costs.

#### Defects-One Year

A covered defect must be reported to Lonseal, Inc. in writing within one (1) year of purchase. Lonseal requires a sample for evaluation, or at its option, may have the installation inspected by a Lonseal representative or agent, or licensed independent inspector. If, after evaluation, the product is determined defective, Lonseal will supply new product(s) of the same or similar grade sufficient to repair or replace the defective material(s). Lonseal will also pay for reasonable labor and materials costs involved in replacing the affected Lonseal vinyl where the combined labor and material costs are not in excess of the total cost of replacement vinyl.

Notwithstanding the foregoing, under no circumstances shall Lonseal Inc. be liable for any ensuing costs, consequential or otherwise, directly or indirectly, due to the replacement of flooring such as, but not limited to, loss of business revenue, productivity, displacement, etc.