# **Limited Warranty**

#### JOHNSONITE WARRANTY OVERVIEW

Johnsonite is pleased to offer the world's mostintegrated, high-performance flooring system, bringing together design, function and life-safety, leading to enhanced productivity in highperformance environments. All Johnsonite products are warranted against manufacturers' defects to ensure high standards of quality, performance and aesthetics.

#### LIMITED WARRANTY INFORMATION

### Section 1: Rubber Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that rubber sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## Section 2: Compression Molded Rubber Tile

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that molded rubber tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

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1	Rubber Sheet Flooring	Arcade; Replay <sup>®</sup> Rolls
2	Compression Molded Rubber Tile	MicroTone"; Circulinity"; Mesto"; Mesto Configurations"; Metallurgy"; Eco-Shell" with Cork; CorkTones"; Folio"; Prima" Olio" and Marbleized; Triumph and Inertia"; Replay Tiles; SlideLock"; Defiant" Oil- and Grease-Resistant; Terra-Turf
3	Rubber or Vinyl Stair Treads	Rubber or Vinyl Stair Treads, Tactile Warning Surface
4	Finishing Borders (Wall Base)	Millwork"; Masquerade"; Wall Art"; Ecolibrium"; BaseWorks"; Traditional; Perceptions"; TightLock'; rePLACE"; Finishing Accessories; Rubber or Vinyl Risers; Rubber or Vinyl Stringers; Vinyl Nosings
5	Vinyl Sheet Flooring	iQ™ Optima® (All Collections); iQ™ Granit™ (All Collections); iQ™ Natural; Melodia 2.0™; Aria 2.0™; Contract Plus; Acczent® (All Collections); Marbled Safe-T; Ruby; Training®; iQ™ Granit™ SD, iQ™ Toro SC
6	Vinyl Tile Flooring	Cortina Grande™ Solid Vinyl Tile; GemStone™ Solid Vinyl Tile, Color Essence™ Vinyl Enhanced Tile, Azterra™ Vinyl Enhanced Tile
7	Linoleum Sheet Flooring	Harmonium xf² (All Collections)
8	Luxury Tile and Plank	I.D. Inspiration™, I.D. Freedom™, Space™ Modular Tile
9	Luxury Tile and Plank (Light Commercial)	I.D. Patriot"
10	Vinyl Composition Tile and Plank	Azrock* VCT; Azrock* TexTile** VCT

## Section 3: Rubber or Vinyl Stair Treads

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that rubber or vinyl stair tread products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

# Section 4: Finishing Borders (Wall Base)

Limited 2-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of two (2) years of Commercial use that rubber or vinyl wall base products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2).

# Section 5: Vinyl Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

# Section 6: Vinyl Tile Flooring

Limited 10-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## Section 7: Linoleum Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that linoleum sheet and tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## Section 8: Luxury Tile and Plank

Limited 10-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

# Section 9: Luxury Tile and Plank (Light Commercial)

Limited 10-Year Light Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Light Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. Light Commercial applications are defined as foot-trafficonly (no rolling loads).

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of ten (10) years of Light Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

### Section 10: Vinyl Composition Tile and Plank

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl composition tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the  $customer \ must \ promptly \ notify \ Johnson ite \ and$ permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

# **All Johnsonite Commercial Products:**

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided by at the time of material purchase.

# Warranty Claim Procedure

To be eligible for replacement under this warranty, the customer must file a claim by giving Johnsonite written notice of the defect. This notice must be filed immediately, but in no event more than 10 days following discovery of the defect. Notice shall be given to Johnsonite at its corporate address of 16910 Munn Road, Chagrin Falls, Ohio 44023. Phone: (800) 899-8916; Fax: (440) 543-5774.

If defective product has been discontinued or is otherwise unavailable, Johnsonite reserves the right to select and supply the customer with Johnsonite replacement flooring, similar in quality and quantity to the material claimed to be defective.

### **Warranty Exclusions**

The Johnsonite Limited Warranty does not apply to:

- The exact matching of shade, color or mottling
- Any promise made by any salesperson or representative, unless such promise is express and made in a written form
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods
- Labor costs outside of prorated schedule defined in the warranty
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring.
   Such non-first quality materials are sold "as is."
- Issues associated with the use of adhesives other than those recommended by Johnsonite
- Issues caused by moisture or alkali in the subfloor.
  Pre-installation moisture and alkali testing is required and must be made available to Johnsonite upon request.
- Subfloor contamination or markings that bleed through the flooring material causing discoloration or staining
- Problems caused by installation, uses and maintenance that are contrary to Johnsonite's specifications, recommendations or instructions
- Material installed with obvious defects not notified to Johnsonite prior to installation
- Exterior installations Johnsonite products are designed for interior applications only
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight
- Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. Casters must be suitable for use on resilient flooring to avoid warranty exclusions.
- Damage to flooring products from pallet jack and tow-motor traffic
- Premature wear or deterioration from spikes and skate blade exposure
- Variations in color or embossing between products, photography or printed color illustrations
- Installation of Johnsonite flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops.
   Defiant Oil and Grease-Resistant Rubber tiles are recommended in such situations.
- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring

## Warranty Disclaimer

JOHNSONITE MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

These warranties are in lieu of any other warranty expressed or implied. Johnsonite shall not be liable for any incidental or consequential damages which may result from a defect or whether based on breach of express or implied warranty, negligence, strict liability or any other legal theory, 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.

All of the above is for reference only – for the latest product-specific information regarding warranties, installation and maintenance, please visit tarkettna.com.