

AquaPro™ & AquaPro MAX™ Limited Warranty

Attention!

Read this warranty and AquaPro™ & AquaPro MAX™ INSTALLATION INSTRUCTIONS before installation and comply with them.

1. SCOPE OF APPLICATION

This limited warranty is issued by ELLIE and is applicable worldwide. This warranty applies to AquaPro™ & AquaPro MAX™ floors, purchased from an authorized dealer.

2. LIMITED WARRANTY PERIOD

Residential:Lifetime Limited Warranty

Light Commercial:10 years

3. WARRANTIES

✓ WEAR WARRANTY

We warrant to the original purchaser that the wear layer on our floors:

- Will not wear through the decorative surface. Indentation or reduction in gloss level is not considered wear.
- Scratches, caused by sharp objects such as knife cuts, nails holes etc are not considered wear.
- Stains, caused by paints, glues, chemical pigments, oil-based pigments, etc are not considered wear.
- Will not fade as a result of indirect sunlight or normal indoor lighting.
- In its original manufactured condition, will be free from manufacturing defects.

The warranty starts from the date of purchase, but only if no exclusions are applicable and only if all requirements herein are fulfilled, for as long as the original installation of the floors is in place.

✓ STRUCTURAL WARRANTY

We warrant the original purchaser that our floors:

- Will not delaminate, warp, cup, buckle when properly installed and maintained.
- In its original manufactured condition, will be free from manufacturing defects.

The warranty starts from the date of purchase, but only if no exclusions are applicable and only if all requirements herein are fulfilled, for as long as the original installation of the flooring is in place.

✓ RESIDENTIAL WATERPROOF FLOORS WARRANTY

When properly installed, the floor will not be damaged by topical, localized spills resulting from normal household use, such as wet shoes, liquid spills, dripping while exiting a bath tub or shower. Flooding is NOT covered by the warranty, which means standing water must be avoided at all times.

✓ INSTALLATION OVER A RADIANT-HEATED SUBFLOOR WARRANTY

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and only if all conditions are fulfilled. This radiant-heated subfloor warranty is only applicable when at least the following cumulative requirements are fulfilled. The radiant heating system has to be a water pipe radiant heating system (this means for example that we do not warrant installation over electrical radiant heating systems). The radiant heating system must incorporate electronic temperature controls. Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance. Maximum operating temperature should never exceed 81 F° / 27 C°.

✓ MOISTURE WARRANTY

We warrant to the original purchaser from the date of purchase that AquaPro™ & AquaPro MAX™ floors in its original manufactured state, under normal and reasonable use, when properly installed in accordance with the Installation Instructions, shall be resistant to damage from mopping or normal household spills. This means planks will not swell, buckle or lose integrity. The moisture warranty does not cover any structural damage caused by flooding, leaking pipes, household mechanical failures, or appliance leaks. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

✓ PET WARRANTY

We warrant that the floor will resist staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for the warranty period. However, accidents should be cleaned up immediately (within 24 hours), as the longer they sit, the more difficult they will be to remove. Any damage to the subfloor and/or surrounding structure caused by pets is not covered by this warranty.

✓ LIGHT COMMERCIAL WATERPROOF FLOORS WARRANTY

Light commercial use means using in environments which do not have heavy commercial traffic, including but not limited to:

Professional offices, Medical offices-----All non-required "clean room" areas – Corridors, patient rooms, lobby, waiting rooms, cafeteria, exam rooms, common areas.

Offices, banks-----Offices, hallways, lobby, reception areas, break rooms, conference rooms. Boutiques, retail store, art galleries, book-stores, coffee shops, gift shops, jewelry stores, beauty salons, barber shops-----Dressing rooms, entire store.

4. EXCLUSIONS AND CONDITIONS

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
- Damage arising from improper installation (for example installation on an unlevelled sub floor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use.
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water

underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).

- Normal wear and tear of the flooring.
- Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Damage arising because the flooring is not used under normal conditions.

5. CLAIMS

The original purchaser should notify the authorized AquaPro™ & AquaPro MAX™ Flooring dealer from which the original purchase was made, of any defect no later than 30 days after discovering the defect but within the time period of limited warranty. The original retail purchaser must present to that authorized AquaPro™ & AquaPro MAX™ Flooring dealer the following items for a warranty claim to be considered:

A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase;

A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Ellie honors a claim under this limited warranty, it will be repair or replace, at its option, the cost of the affected flooring material. Ellie would pay for the reasonable labor costs if it is the result of negotiation, to perform the replacement or repair during the first two (2) years from the date of the original purchase.

In the event that the item installed is no longer available, Ellie will authorize your dealer to switch the affected floor with another Ellie product of equal value.

The above-described remedy is the purchaser's sole and exclusive remedy for claims under this limited warranty.

6. NOTES

Ellie does not grant to any person or entity the authority to create for it any obligation or liability in connection with its product. Ellie 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). Ellie reserves the right to adjust, update or modify the terms of this warranty without notice. All implied warranties 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.