

# **Lago SPC Plus Flooring Limited Warranty**

# **Pay Attention:**

- 1. Read this warranty policy and Installation & Maintenance Manual before installation.
- 2. We warrant the original purchaser starting from the date of purchase only if no exclusions are applicable and only if all conditions are fulfilled.

# Part I Residential Limited Warranty

## 1. Scope of Application

This residential use warranty is issued by ELLIE and is applicable worldwide. This warranty applies to our SPC Plus flooring, purchased from an authorized dealer and installed and used by residents. Residential use is defined as normal household use.

## 2. Warranty Policy

#### (1) Warranty Terms

Ellie provides lifetime residential limited warranty from the date of original purchase.

## (2) Wear Warranty

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

- Will not wear through the decorative surface. Indentation or reduction in gloss level is not considered
- 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.

These warranties start 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.

#### (3) Structural Warranty

We warrant the original purchaser that our flooring:

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

These warranties start 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.

### 3. Moisture Warranty

We warrant to the original purchaser from the date of purchase that Lago SPC Plus Flooring 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 sub-floor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

# **Part II Commercial Limited Warranty**

#### 1. Scope of application



This warranty issued by Ellie and applies to Lago SPC Plus Flooring, purchased from an authorized dealer and installed and used as commercial applications such as offices, hotels, etc.

#### 2. Warranty Policy

#### (1) Warranty Terms

Ellie provides 10 years commercial limited warranty from the date of original purchase.

### (2) Structural Warranty

We warrant the original purchaser that our flooring:

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

These warranties start 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.

### (3) Wear Warranty

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

- Will not wear through the decorative surface. Scratches, 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.

These warranties start 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.

#### 3. Moisture Warranty

We warrant to the original purchaser from the date of purchase that Lago SPC Plus Flooring 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 sub-floor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

# Part III 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 unleveled subfloor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use.
- Damage arising because the flooring is exposed to extreme cold (below 60 F / 15C) or extreme heat (above 95 F / 35 C).
- 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 installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising from excessive steam mopping.
- .Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).

- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Damage caused by wheelchairs.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to "abrasives" such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.
- Damage of planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by the collections of dirt and moisture at entrances do due the lack of interior and exterior doormats.
- Damage caused by shoes having heel taps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on with spike-or stiletto-heeled shoes.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid (must use at least 1/4" / 6.35 mm hard board) on your floor and gently "walk" the item a cross it. Carpet or cardboard is not adequate
- to prevent surface indentation or roller marks from occurring or scratches to the floor.
- Damage caused by non-compliant casters on furniture. Barrel-type caster wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- Damage caused by hard narrow furniture rollers. They must be replaced with wide rubber rollers.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than 0.04 in / 25 mm2. This warranty does not apply to

any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold "as is".

It is the responsibility of the purchaser and the installer, whether they are professionals or a do-ityourselves, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer Knows/discovers or can reasonably be supposed to know/discover (for example when the default is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any

implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you. We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary.

Any attempt to repair or replace the flooring without our consent will void this warranty. The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to



jurisdiction. We will always respect these other rights. No implied warranties extend beyond the term of this written warranty.

#### **Part IV Conditions Claims and Notes**

#### 1. Conditions

This limited warranty is valid only in North America. The warranty is not transferable. It extends only to the original retail purchaser. This limited warranty applies only where the affected area of the Lago SPC Plus Flooring panel is visible and covers an area greater than one square inch. The flooring must be installed in accordance with Lago SPC Flooring recommended installation instructions. This limited warranty shall not apply to damage arising from any of the following:

- Accidents, abuse or misuse;
- Scratch, impact or cutting;
- Improper installation;
- Improper care and maintenance;
- Discoloration due to chemical contact;
- Modification, alterations, repair or service by a non authorized floor covering dealer.

#### 2. Claims

The original purchaser should notify the authorized Lago SPC 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 LAGO SPC 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.

Lago Flooring honors a claim under this limited warranty, it will be repair or replace, at its option, the cost of the affected flooring material. Lago Flooring 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, Lago Flooring will authorize your dealer to switch the affected floor with another Lago Flooring product of equal value.

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

#### 3. Notes

Lago Flooring does not grant to any person or entity the authority to create for it any obligation or liability in connection with its product. Lago Flooring 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). Lago Flooring 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.