

Limited Residential Warranty – Waterproof Laminate Flooring

Warranty Coverage:

Melmark Distributors Inc. warrants that its waterproof laminate flooring will be free from manufacturing defects and will not wear through or delaminate under normal residential use for a period of 30 years from the date of purchase. This warranty is extended to the original purchaser and is non-transferable.

Warranty Terms:

1. **Surface Wear:**
 - The wear layer of the waterproof laminate flooring is warranted against wear-through for 30 years under normal residential conditions. "Wear-through" is defined as the complete loss of the wear layer so that the printed pattern changes over a minimum of 3% of the total installation area.
2. **Water Resistance:**
 - The waterproof laminate flooring is warranted to resist damage from moisture, including everyday spills and wet mopping, for the duration of the warranty period. The planks will not swell, buckle, or lose structural integrity due to water exposure from regular residential use.
3. **Structural Integrity:**
 - The flooring planks are warranted against manufacturing defects that result in delamination, warping, or the breakdown of the core structure for 30 years under normal residential conditions.

Exclusions:

This warranty does not cover the following:

- **Improper Installation:** Defects or damage caused by improper installation, including failure to follow installation instructions, improper underlayment, or insufficient floor preparation.
- **Improper Maintenance:** Damage due to improper maintenance or the use of harsh or inappropriate cleaning products.
- **Excessive Moisture Exposure:** Damage caused by subfloor moisture issues, flooding, or other conditions where the flooring is submerged for extended periods of time.
- **Physical Damage:** Scratches, dents, chips, or other damage caused by furniture, heavy appliances, rolling loads, or accidents.
- **Sunlight Exposure:** Discoloration or fading caused by prolonged exposure to direct sunlight.
- **Color Variations:** Differences in color, shade, or texture from samples or printed materials, or variations between production batches.

Claims Process:

To make a warranty claim, the *original* purchaser must:

1. Notify the retailer where the material was purchased within 30 days of discovering the issue.
2. Provide proof of purchase, including the original sales receipt and documentation of the installation date.
3. Allow Melmart Distributors Inc. or its authorized agents to inspect the flooring and investigate the claim.

Remedies:

If a defect covered by this warranty is confirmed, Melmart Distributors Inc. will, at its discretion, repair or replace the affected flooring. If the product is no longer available, Melmart Distributors Inc. will provide a product of equal value or quality.

Labour Reimbursement:

- **First Year:** During the first year, Melmart Distributors Inc. will cover reasonable labour costs for repair or replacement up to \$2.00 per square foot if the flooring was professionally installed by a flooring contractor. If the original floor was not professionally installed, no labour costs will be reimbursed.
- **Subsequent Years:** After the first year, only the material cost will be covered according to the following schedule: 1-3 years = 100% credit, 3-10 years = 50% credit, 10+ years = 25% credit.

Disclaimer:

Except for the express warranties contained herein, Melmart Distributors Inc. disclaims all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Limitations:

To the maximum extent permitted by law, Melmart Distributors Inc. is not responsible for any direct, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory. Melmart Distributors Inc.'s liability shall under no circumstances exceed the actual amount paid by you for the defective product.