

WARRANTY - ADORE FLOORS EUROPE

SOLE & EXCLUSIVE LIMITED WARRANTY

The Warranty is provided by the company ADORE FLOORS in connection with a line of floor covering sold and distributed under various trademarks and brand names (as listed below) and associated with the particular product of Company purchased (the “**Product**”). The Warranty is extended only to the original purchaser or original end-user and is not transferable or assignable.

Company warrants that its floor covering products, when installed strictly using the Company recommended tools, adhesives, products, underlayment’s, accessories and procedures, shall perform in accordance with their published specifications and shall be free from manufacturing defects under normal and approved use for the duration of applicable time period from the date of original installation as set forth below. Use of any unapproved or non-endorsed tools, adhesives, products, underlayments, accessories or procedures in installation shall render this warranty void.

The user of the Product must consult the Company website at www.adorefloors.eu for proper instructions. If any Product purchased is determined to be defective and covered by the Warranty, purchaser’s sole and exclusive remedy shall be, at Company’s sole option, either :

- a) a refund of the purchase price (minus any administrative, transportation and handling charges) or
- b) to deliver to the original purchaser or original end-user, free of charge, sufficient material of same or similar quality to replace the defective product.

Provided, however, if a warranty claim is made within two years after installation and the defect could not be visible before installation or reasonably discovered prior to installation, then Company will assume reasonable installation costs of the replacement product minus reasonable wear and tear costs (set as a percentage of the original purchase cost) , which must be pre-approved by Company in writing. No labour cost will be covered on claims made later than one year after the date of original installation under any circumstances. ***Except for warranty claims asserted within two (2) years and which are based on defects that could not be visually seen or reasonably discovered prior to installation, Company shall have no obligation to remove any defective product or install any replacement product or pay any cost of removal or installation; any removal or replacement shall be the sole responsibility of purchaser or end-user.***

The Warranty is subject to the following conditions, a failure of any of which shall render the Warranty void:

- a) The Product must have been installed using the Company recommended adhesives, and used and maintained strictly in accordance with Company’s instructions, which can be found at the Company Website;
- b) The Product must have been installed and used in the appropriate residential or commercial context, and in the manner and in a type of area for which Company has specified as suitable for use;
- c) The Product defect must not have been caused by excessive moisture, alkaline, acids, solvents, surface stains including asphalt, driveway sealers, rubber wheels, rubber and latex mats, extended exposure to direct sunlight, extremes of temperature, chemical reaction, corrosion, cuts, scratches, scrapes, loss of gloss, casters, wheels, heavy rolling loads, or from any abuse or abnormal use;
- d) The Product purchased must be from the same production run;
- e) All claims must be brought to Company’s attention, in writing, at the following address:

Warranty Department,
Unit 1, The Westway Centre, Ballymount Avenue, Ballymount, Dublin 12.D12 E308 Ireland
or email as follows: info@adorefloors.com;

- f) The Product must be purchased through an authorized dealer of Company

- g) Company and its representatives must be permitted reasonable access to facilities for inspection and investigation of the claim. Company also warrants that the Product is free of material and obvious clear visual defects. Each Product must be carefully and visually inspected before installation. Once installed, the Warranty against clear visual defects shall become void. Samples shown are for reference purposes only and the actual Product may vary in colour, pattern, texture or shade.

LIMITED REMEDIES

The Warranty herein is exclusive and is in lieu of all other warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose (including slip resistance, fire resistance or any other safety factors not set forth in Company’s specifications. **No dealer, distributor or retailer is authorized to amend, modify or extend the Warranty.** Any and all amendments, modifications or extensions of the Warranty require a prior written consent of the Company. “Residential Use” does not include any Product installed or used in any non-residential areas, environments or settings, or any non-residential living areas (such as and including but not limited to any common areas of apartment, multi-family or multi-dwelling units). The sole and exclusive remedy for any damage or loss in connection with or arising out of installation, use or enjoyment of the Product, without regard to negligence or breach of any other duty, shall be exclusively as set forth above. Under no circumstances shall Company be liable for incidental or consequential damages or damages exceeding the actual purchase price of the Product.

GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL

The purchase of any Product, the Warranty and any dispute, claim or controversy arising out of or related to the Product (the “Claim”) shall be governed by the laws of the European Union and or the UK, without reference to its choice of law provisions. At the sole option of Company, the Courts of Ireland and England shall be the proper venue and have the exclusive jurisdiction over the Claim. Right to a trial by jury is hereby knowingly, voluntarily and intentionally waived. At the sole option of the Company, the Claim may be submitted to a binding arbitration or mediation, if available, in any applicable jurisdictions in accordance with the laws of the European Union and or the UK. Each party shall be responsible for each party’s expenses including attorney’s fees and costs. Neither party shall be entitled to attorney’s fees and costs regardless of the outcome of the Claim.

MISCELLANEOUS

The Warranty constitutes the entire and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the parties concerning the subject **matter hereof**. Company shall not be bound by, any terms, conditions or writing on any type of customer purchase order or invoice forms, which attempt to impose on Company any terms or conditions and are inconsistent with, contrary to or otherwise materially different from the Warranty herein. If any provision or any portion of the provisions hereof is determined to be invalid or illegal by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain enforceable and in full force and effect.

Product	Residential	Light Commercial	Commercial
Monarch	Lifetime	15 years	15 years
Monarch SP	Lifetime	15 years	15 years
Sovereign	Lifetime	25 years	15 years
Sovereign RE	Lifetime	25 years	15 years
Herringbone	Lifetime	15 years	15 years
Majestik	20 years	10 years	15 years

* “Company” means, depending upon the particular product purchased, Adore Floors, Ltd. (Ireland), which carries some or all of the Adore family of brands as set forth above. Company uses one or more of the above trademark(s) under licensing agreements with the licensor.