

LIMITED WARRANTY

PHOENIX HYBRID

25 Year Residential Limited Warranty

Abrasion & Wear

Phoenix Hybrid Flooring under normal residential conditions and with proper maintenance, the wear layer will not wear through to the design layer. Gloss reduction, scratches, dents and chips are not considered wear through and are therefore not covered by this warranty.

Stain & Spill

Phoenix Hybrid Flooring will resist typical household stains and spills if promptly addressed following the instructions outlined in the Hybrid Care and Maintenance Guide.

Fade Resistance

Phoenix Hybrid Flooring will maintain its colour despite exposure to indirect sunlight or regular artificial light, except for natural aging effects.

Waterproof

Phoenix Hybrid Flooring is waterproof and resilient against damage from mopping and regular household spills. The floor won't swell, buckle, or lose structural integrity with reasonable exposure to water. Excluded from coverage are flooding, leaking pipes, mechanical failures, appliance leaks, mould, and mildew growth-related damage.

If placed in wet areas, this warranty applies if the installation adheres to the Wet Area Installation guidelines in The Flooring Lab Hybrid Floors Installation Instructions.

These warranties are offered under the following conditions:

Installation

Phoenix Hybrid Flooring is to be installed in strict accordance with the current written installation instructions.

Maintenance

Phoenix Hybrid Flooring should be maintained in strict accordance with our current written maintenance instructions. Use of cleaning agents such as oils, ammoniabased cleaning liquids, steam mops, etc, will void warranties.

Limited warranty

The warranties for Phoenix Hybrid Flooring as stated above are limited to the original purchaser and may not be assigned or transferred. In the case where a builder make the purchase, this warranty is limited the owner of the floor 1 year after practical completion of works.

Life Time Structural Limited Warranty

Phoenix Hybrid Flooring under normal residential conditions and with proper maintenance, will not delaminate.

Exlusions to Warranty

The Following are excluded from these warranties;

Improper installation

Phoenix Hybrid Flooring is to be installed in strict accordance with the current written installation instructions. Improper installations shall void all warranties. It is the sole responsibility of the installer not to install any material thought to be defective. No claim shall be entertained for any materials installed, which has visible defects or damage prior to installation of boards. We will not be responsible for damages due to poor installation, transportation or storage. All products must be stored indoors at room temperature and protected from the elements.

Improper maintenance

Phoenix Hybrid Flooring should be maintained in strict accordance with Hybrid Flooring maintenance instructions. Use of unauthorised cleaning products and agents such as oils, ammonia-based cleaning liquids, steam mops etc, will void all warranties.

Extreme Conditions

Damage due to extreme cold or heat, excessive sunlight, weather, incorrect humidity.

The humidity level in the home must be in the 30-65% range throughout the year using humidifiers or de-humidifiers when appropriate.

Abuse or Misuse

These warranties do not cover indentations, scratch damage caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand.

Water Damage

These warranties do not cover damage caused by moisture penetration through the subfloor, flooding, leaking in plumbing, overflowing hydrostatic pressure or other similar water damage.

Exlusions to Warranty - Continued

Alterations or Repairs

Alterations to the flooring will void any and all except implied warranties. No warranty is provided to cover repairs. Resurfacing and repairs or replacements shall not extend the warranty period.

Reinstallation

If THE FLOORING LAB chooses to replace or reinstall warranted planks, the following applies. Unless expressly provided in the warranty description herein, THE FLOORING LAB is not obligated to provide for, or to incur the costs of, repair or reinstalling defective flooring, or resurfacing or refinishing the replaced surrounding flooring. An obligation to replace or repair does not extend to any sub flooring material, adhesives, supplies or other items consumed in the course of removal, installation or refinishing.

Liability Limitations

Phoenix Hybrid Flooring is intended for use in residential settings with light to normal traffic conditions.

This statement of warranty is the only warranty, expressed or implied provided by THE FLOORING LAB for this product.

This warranty does not apply to any products designated or sold as B Grade, which is sold "as is"

Except as stated herein, no other warranty, expressed or implied is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No Agreement to repair or replace shall in any event act to extend the period of coverage of any warranty period.

Under no circumstances shall THE FLOORING LAB be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from a special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorney's fees, even if THE FLOORING LAB or its representatives have been advised of the possibility of such damages before the sale.

In no event shall THE FLOORING LAB be obliged to cover the costs of old or new materials other than THE FLOORING LAB brand product, and any warranty thereto is limited to the warranty, if any, provided by us. In no event shall the liability exceed the amount of defective materials issued by the distributor, sales representative, builder, installer and or retailer. Any claim for warranty coverage must be made within one year of the date upon which the defect first became known or first should have been discovered.

All claims must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation location; without such proof, no warranty coverage will apply.

This warranty gives you specific legal rights and you may have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages, and in such events, the exclusion or limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. To obtain services under these warranties, start with the source where you have purchased your flooring.