



XCR4 CORK RUBBER FLOORING

WARRANTY

Limited Warranty – Manufacturing Defects

All Expanko, Inc. products are carefully inspected prior to shipment. Final inspection and approval is the customer's responsibility. The customer must approve and verify pattern(s) and color(s) as correct before installation. Additionally, because XCR4 contains cork and it is a natural product, slight shade variation is normal and is not considered a defect; however the determination of the acceptability of the shading must be made by the client. Expanko, Inc. is not responsible and will not accept claims for the installation of incorrect material, visually defective material or material that does not meet customer expectations in terms of shade. Installation of material shall be deemed confirmation of pattern, color, appearance and all other visual factors including but not limited to squareness and thickness.

Expanko, Inc. warrants for a period of one (1) year after installation that its XCR4 flooring is free from manufacturing defects, and for a period of ten (10) years after installation against complete wear through. This limited warranty shall be available only to the original customer who purchased the XCR4 product. This warranty does not apply to adhesives, sealers, finishes or any other installation products supplied by Expanko. Those products are warranted by their original manufacturer. Warranty information on those products is available upon request.

THIS WARRANTY DOES NOT COVER:

1. Damage due to unusual wear and tear on XCR4 tile, including but not limited to indentations caused by stiletto heels; failure to use appropriate furniture rests, glides or casters;
2. Installation of incorrect or visually defective material;
3. Damage due to discoloration including but not limited to fading from sunlight or contact with staining agents;
4. Failure due to irregularities in the sub-floor, improper sub-floor preparation or improper use of sub-floor materials;
5. Damage due to moisture including but not limited to moisture emissions and/or hydrostatic pressure in the sub-floor;
6. Damage due to accident or abuse;
7. Damage due to improper maintenance or improper use of maintenance products;

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8. Dissatisfaction or damage caused by site applied finishes;
9. Dissatisfaction, problems or damage due to use of improper installation tools and/or materials;
10. Dissatisfaction based upon shade or color variations in the tiles after installation;
11. Dissatisfaction or failure due to improper installation;
12. Wear through of factory or site applied finishes.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, AND ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF EXPANKO, INC. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTICE OF CLAIMS: All claims must be made in writing and sent to Expanko, Inc., 1129 West Lincoln Highway, Coatesville, PA 19320. Expanko must receive all claims within 30 days after buyer learns of the facts upon which the claim is based. **All claims not made in writing or those received after the time period specified above shall be deemed waived. At the time Expanko delivers any goods protected by warranty, Expanko will provide buyer with a "warranty registration" form which must be properly completed and mailed to Expanko, Inc. within 30 days from the installation date for the warranty to remain in effect.**

This warranty shall be governed by, construed in accordance with, and interpreted and enforced pursuant to the laws of the Commonwealth of Pennsylvania. No action, claim or suit will be brought in any jurisdiction other than the Commonwealth of Pennsylvania. Parties hereby agree to submit to the Court of Common Pleas of Chester County, Pennsylvania. Filing of any such action in any other jurisdiction shall immediately terminate the warranty.

LIMITATION OF LIABILITY: The buyer's sole and exclusive remedy against Expanko, Inc. for a breach of warranty or for damage caused by a defective product shall, at the option of Expanko, Inc., be limited to repair or replacement of the defective material, or refund of the purchase price. In no case will Expanko, Inc. be liable for labor to remove and/or reinstall its XCR4 flooring. In no event shall Expanko, Inc. be liable for direct, indirect, general, special, incidental, consequential or other damages of any kind whatsoever, regardless of the causes of such damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.