

### **Market Place LIMITED WEAR Warranty**

USGH INC. warrants the Market Place products to be free from manufacturing defects for a specified length of time from the date of purchase as set forth below. 30 year residential and 15 year commercial wear warranty. The wear layer of the floor plank is warranted by Surface Source not to wear through under normal use for the length of the warranty. Gloss reduction or surface scratches are not considered surface wear. This warranty is non-transferable and applies only to the original purchaser.

### **Replacement/Repairs**

USGH INC reserves the right to repair any floor and/or to use its own source to obtain an installer for replacement flooring. If USGH INC. repairs or replaces a floor as a result of a warranty claim, it is the customer's responsibility to be clear, at their own expense, any items placed over the affected areas subsequent to the original installation. In the event that USGH INC. repairs a floor, this warranty shall remain in effect with respect to such floor.

### **This limited residential wear warranty is made subject to the following conditions:**

- The floor must be installed properly and according to Market Place installation guidelines.
- The flooring must be used only indoors in a dry, climate controlled area.
- The flooring must be maintained in accordance with Market Place care & maintenance guidelines.
- This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure or other conditions that result in water or moisture being under the floor. It does cover topical moisture. As long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.) water will evaporate before passing between the planks to the subfloor or damage the planks. Water must be removed within 48 hours.
- This limited warranty does not apply to Market Place moldings and trims.
- Installation of flooring that contains any manufacturing defect is not covered by this limited warranty.

### **Market Place Lifetime STRUCTURE WARRANTY**

Some states do not allow the exclusion or limitation of incidental or consequential damages so that the floor plank is warranted to be free from manufacturing or material defects for the life of the product. Should a defect occur, USGH INC. will arrange a credit based on the original purchase of the product. This warranty is not transferable by the purchaser of the floor. Should a problem attributable as a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by this warranty.

### **Warranty Coverage:**

Upon determination of a valid manufacturing defect or wear layer wear through credit will be issued to the customer and will be good toward the purchase of a replacement. When defective product is installed, credit applies to material only and does not include labor since it is the responsibility of the installer to determine suitability of material prior to installation.

Should a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by this warranty.

### **What the “wear and structure” warranty do not cover:**

- Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
- Problems due to moisture (except for topical spills as noted above), mildew, alkaline substances, hydrostatic pressure, expansion and contraction between planks/tiles or humidity levels above or below those recommended.
- It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing defect.
- Inherent variations that are consistent with those of a natural product to include pattern, color, and texture do not indicate defective material.
- Noncompliance with installation guidelines and maintenance guidelines as recommended by USGH INC.
- USGH INC cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer’s proper application.
- Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
- Floor covering installed in inappropriate locations is excluded from this warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages so that the above limitation and exclusion may not apply.

Your warranty gives you specific legal rights, and you may have other legal rights, which vary, from state to state. This warranty is in lieu of any other warranties, expressed or implied. Please keep your receipt. USGH INC. requires the receipt in order to verify date of purchase to help resolve any problems.

### **Warranty Owner**

This Warranty applies only to a resident homeowner who is the original purchaser of the Market Place EVP floor products, not to any subsequent homeowner. For details please contact our customer support department. This warranty shall not include loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or re-installation of the affected material, and any other incidental or consequential damages.