

1. Warranty Terms

- 1.1 Capri Collections ("Seller") warrants that, when used properly and under normal operating conditions, the flooring products described in the Seller's catalog as Twist crumb rubber glue-down tiles or rolls ("Product" or "Products") will conform to Seller's published technical documents and will be free of any and all manufacturing defects outside of normal tolerances for a period of **ten (10) years** in commercial installations and **fifteen (15) years** in residential installations from the date of delivery by Seller ("Warranty Period"). Seller's warranty shall be available exclusively to the original end-user of the Product ("Customer").
- 1.2 **Seller's liability, and Customer's exclusive remedy under this Warranty, is limited to the replacement or refund of the defective Product and reasonable costs of labor only and does not include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost time, furniture removal and/or overtime pay.**
- 1.3 If Seller no longer provides the particular Product subject to this warranty, Seller reserves the right to substitute another Product that Seller deems to be comparable or superior in its place.
- 1.4 Seller's responsibility to replace defective Product under this warranty applies only to the affected area of Product so long as a suitable match (as determined in the sole discretion of Seller) can be supplied. Full replacement or replacement of a greater area than the affected area is at the sole discretion of Seller.
- 1.5 If an agreement cannot be reached regarding the cost or manner of the repair or replacement, Seller reserves the right to provide replacement materials directly to the Customer, original purchaser and/or installer, obtain the services of a professional of the Seller's choice, and/or conduct repairs or replace materials in a manner suitable to the Seller's interests.

2. Warranty Requirements

- 2.1 Product warranty is contingent on the following requirements:
 - 2.1.1 **Compliance with applicable industry guidelines.** Installation and substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines ("Guidelines").
 - 2.1.2 **Compliance with applicable technical data.** Product must be installed in accordance with Seller's published architectural specifications, technical data, installation instructions, care and maintenance documents and other relevant technical information provided by the Seller for the Product ("Technical Data"). This includes technical data sheets for all associated adhesive and maintenance products, as well as proper product and adhesive selection.
- 2.2 These warranties are specific to the Product described in the Seller's catalog and no other products. Product must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. Product must be installed by a professional, licensed and experienced installer **only**. Any installation outside of these parameters shall void any and all warranties. Guidelines may be obtained from the appropriated organization. Technical Data may be obtained at **www.capricollections.com** or are available upon request by contacting **support@capricollections.com** or **800.492.2613**.

3. Warranty Provisions

3.1 **Wear & Manufacturing Defect Warranty Provisions**

- 3.1.1 The product shall conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not prematurely wear from normal use. Premature wear shall be known as wearing completely through the surface of the material within the warranty period.
- 3.1.2 Capri will supply new material of the same color, design, and grade, if available; if

unavailable or discontinued, Capri reserves the right to supply similar Capri materials. After corrective action is taken on an existing defect, warranty coverage will remain in effect for the remaining period of the original warranty.

- 3.1.3 Only one replacement floor will be made for wear warranties. Claimants who received settlement may not make another claim - no additional replacement floors will be supplied.
- 3.1.4 Alternatively, a refund of up to 100% of the original cost of the material may be offered. The percentage of the refundable original cost is dependent on the following pro-rated schedule:
- **Year 1 - 3:** 100% of material cost
 - **Year 4 - 6:** 70% of material cost
 - **Year 7 - End of Warranty:** 50% of material cost

3.2 Labor Warranty Provisions

- 3.2.1 The costs of professional labor must be submitted with *thirty (30) days* of original claim filing and must be approved by Capri staff prior to reimbursement. Labor shall be reimbursed per approved labor charges put forth by Seller, provided that all Warranty Requirements have been met and all Capri recommended installation materials have been used.
- 3.2.2 Installation of Products with unapproved installation materials, including but not limited to Capri recommended flooring adhesives, underlayments, repair products and accessories shall void any and all labor warranties.**
- 3.2.3 Labor must also be provided by a professional flooring installer per Section 2.2, and will be paid according to the following pro-rated schedule:
- **Year 1 - 2:** 100% of labor cost
 - **Year 3 - 4:** 70% of labor cost
 - **Year 5 - 6:** 50% of labor cost
 - **Year 7 - End of Warranty:** 0% of labor cost

4. Warranty Exclusions

- 4.1 The above warranty does not apply to nor cover nonconformities that are caused by, result from or arise in connection with any of the following conditions:
- 4.1.1 Product that has been subjected to conditions of use, installation methods or maintenance procedures that are not in strict conformity with the Guidelines and Technical Data.
- 4.1.2 Product installed outside of the product limitations detailed in the Technical Data.
- 4.1.3 Product installed without proper substrate preparation, selection and/or repair per the Guidelines and Technical Data.
- 4.1.4 Product that has not been installed with an adhesive that has been explicitly stated by Seller to be compatible with such Product, e.g. via the Technical Data or as otherwise recommended or approved in writing by Seller.
- 4.1.5 Product installed with visible and obvious manufacturing defects.
- 4.1.6 Shade, color, or dimensional variations that are within normal tolerances.
- 4.1.7 Discoloration or damage caused by improper or incompatible cleaning products, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery.
- 4.1.8 Discoloration or damage caused by substrate or adhesive pH levels.
- 4.1.9 Discoloration or damage caused by direct and/or indirect UV light exposure.
- 4.1.10 Product that has been damaged by excessive topical water or moisture, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions.
- 4.1.11 Product that has been damaged by hydrostatic pressure, osmosis, excessive substrate

moisture and moisture-related substrate issues.

- 4.1.12 Product that has been damaged by negligence or accident, such as tears, burns or cuts.
- 4.1.13 Product that has been damaged by sharp, pointed objects, such as high heels, spikes or skates.
- 4.1.14 Product that has been damaged or deformed by structural damage, seismic activity and/or substrate failure, movement, imperfections or damage.
- 4.1.15 Product that has been damaged by circumstances beyond the reasonable control of the Seller, such as environmental, ambient, structure or substrate conditions.
- 4.1.16 Any product that has been sold or resold as "seconds", "mill-run", "off goods", "non-conforming", "as-is" or otherwise denoted as irregular, non-first or non-standard quality.
- 4.1.17 Unreasonable costs associated with product replacement, such as furniture removal/replacement, supervision, labor costs outside of pro-rated schedule, overtime and loss of use or business.

5. Warranty Claims

- 5.1 If, within the applicable warranty period identified in Section 1, Customer discovers any problems or defects in the Product that may be covered by this Limited Warranty, the Customer must notify the Seller in writing at support@capricollections.com within *thirty (30) days* of discovery of such problem or defect. If Seller determines that the Product is covered by this Limited Warranty, then Seller shall, at its sole option and one time only, replace the nonconforming Product or refund the purchase price paid for each defective Product for the affected area, per Section 1. No warranty claims will be processed if received more than *thirty (30) days* after the applicable warranty period has ended.
- 5.2 All claims *must* include a completed Capri Collections claim form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after problems or defects are observed or suspected. All warranty claims and Claim Forms may be obtained from and shall be returned to support@capricollections.com.
- 5.3 Seller or its designated representative shall have the right to examine the Product and the flooring, including the right to test the flooring and/or substrate, at the installation site with respect to any Product that is the subject of a warranty claim. *Any removal of installed Product prior to such examination will void any and all warranties.* Seller may require additional testing or verification of any tests conducted or obtained by the Customer.

6. Warranty Disclaimer

- 6.1 **THE WARRANTIES SET FORTH IN SECTION 1 AND 4.1 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, SALES REPRESENTATIVE, DEALER, DISTRIBUTOR, CONTRACTOR, INSTALLER, ARCHITECT OR DESIGNER HAS THE AUTHORITY TO INCREASE OR ALTER SELLER'S OBLIGATIONS UNDER THIS WARRANTY.**

7. Limitation of Liability

- 7.1 **The aggregate cumulative total liability of Seller hereunder, whether for breach of warranty or contract, indemnification, tort (including negligence), or otherwise, shall not exceed the original purchase price of the nonconforming Product. Seller assumes no liability for labor costs in the installation of the Product claimed to be defective or for installation of replacement Product. In no event shall Seller be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Products, from breach of any warranty or from any other cause, whether or not Seller has been informed of the possibility of such damages.**