



LUXURY 500 FLOORING

20 YEAR RESIDENTIAL WARRANTY

Luxury 500 Flooring 20 year Residential Warranty:

- Covers only first quality materials purchased after January 3rd, 2005.
- Applies from the date of original consumer purchase so long as the consumer occupies the residence where the floor was installed.
- Warranty is not transferable.
- Applies to normal residential applications only.
- For a floor to "wear out" means: the absence of the wearlayer and printed design due to normal household use.
- "Permanent scuff marks" means: non-removable marks made on the surface of the wearlayer by shoe soles and sneakers. Loss of gloss, scratches and dulling are not considered scuffs and are excluded.
- If covered under this warranty, one replacement floor only will be made for discoloration from mold, mildew and alkali, staining (including asphalt driveways and driveway sealer where applicable) and scuffing. If the replacement floor fails in the same way, this means that the on-site conditions are not acceptable for vinyl floor covering and no additional replacement floor will be supplied.
- Applies to floors professionally installed by the retailer where the product was purchased. A labour invoice must be supplied. For all do-it-yourself installations only replacement material will be approved.

DAMAGE FROM HOUSEHOLD ACCIDENTS

Damage from household accidents or abuse is not covered by this warranty. Some examples are: damage from moving appliances or sliding of furniture without adequate protection, rolling casters on furniture, cleated shoes or boots, rotating beater bars on vacuum cleaners and dropping of heavy or sharp objects. In cases of fire or flood, your insurance policy may cover this type of damage.

EXCLUSIONS - WHAT IS NOT COVERED

The following items are not covered:

- Dissatisfaction due to improper maintenance.
- Dissatisfaction due to flooring installed not in accordance with American Biltrite recommended installation procedures, installation over non-recommended subfloor materials, or installation on subfloors containing irregularities.
- Problems caused or contributed to, by use of adhesives and floor care products not distributed by American Biltrite.
- Loss of gloss, dulling or scratching.
- Cuts, tears, gouges, indentations or burns caused by accidents or abuse.
- Staining and mold, mildew or alkali discoloration, caused or contributed to, by the use of gypsum-based patching compounds.
- Problems due to hydrostatic pressure or excessive moisture.
- Problems due to accidents, abuse or usage not in accordance with American Biltrite recommendations.
- Colour or design variations from samples and literature.

- Labor on material installed with obvious visible defects.
- Labor costs on all do-it-yourself installations where professional installer has not been involved.
- Fading, discoloration or other problems caused by excessive heat, cold or sunlight.
- Staining caused by use of improper floor mats.

Unless specifically stated as being covered in this warranty, the following items are not covered:

- Permanent scuffs.
- Stains, including those caused by asphalt driveway sealers.

WARRANTY REMEDY

American Biltrite will repair the defective areas or supply new material of the same colour, design and grade, if available; if unavailable or discontinued American Biltrite reserves the right to select and supply similar American Biltrite materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.

CONSEQUENTIAL OR INCIDENTAL DAMAGES

American Biltrite excludes and will not pay consequential or incidental damages under this warranty. By this we mean that American Biltrite will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples are: replacement of subfloors, trim moldings, disconnecting/ reconnecting appliances or fixtures, or moving of furniture.

IMPLIED WARRANTIES

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond the warranty available under this plan.

Please note: some provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

YOUR LEGAL RIGHTS

This warranty gives you specific legal rights and you may also have other rights which vary from province to province; except for these other rights, the remedies provided in the above warranty states the limit of American Biltrite's responsibility.

No representative, employee or agent of American Biltrite is authorized to modify or change the warranty as stated herein.

HOW TO MAKE A CLAIM

If you find a defect or other matter covered by the warranty described previously, the retailer who sold the floor covering material should be notified in writing promptly and must be supplied proof of purchase. The correspondence with the retailer should include the

product purchased, floor area involved (square footage), installation costs (if applicable) and the date of purchase. The retailer will then notify an American Biltrite representative who will review the claim or arrange for inspection of the floor. The normal time period for review or inspection after the claim has been filed with American Biltrite is within 90 days.

ASBESTOS INFORMATION IMPORTANT NOTICE!

Resilient floor coverings manufactured today, including your new American Biltrite flooring, do not contain asbestos. In the past, some flooring products, including sheet vinyl backing, vinyl tile and lining felts may have contained asbestos fibers. Inhalation of airborne asbestos fibers and dust may be injurious to your health and may cause asbestosis or other serious bodily harm. Thus, it is important when removing old flooring products or installing new flooring over old flooring products to follow proper safety procedures.

Generally, the asbestos fibers contained in old flooring products are firmly encapsulated and locked in the flooring product and are not free to be released into the air where they can be inhaled. If the old flooring product has not been worn through the wearlayer or surface cover, then, in most instances, the floor does not present a health risk and new flooring can be safely installed over the old flooring so long as proper installation procedures are followed. If you have any doubt or questions whether your old flooring product contains asbestos, has worn through its wearlayer or surface cover, or can be safely covered with a new floor, contact the retailer from whom you purchased your new Luxury 500 flooring.

If you determine to remove an old floor covering because you know or suspect that it contains asbestos, be advised that various government, provincial or local government agencies have adopted regulations concerning the removal and disposal of asbestos containing material, and you should determine if any of these regulations apply.

WARNING!!! DO NOT SAND, DRY SCRAPE, BEADBLAST OR MECHANICALLY PULVERIZE EXISTING RESILIENT FLOORING, BACKING OR LINING FELT. THESE FLOORING PRODUCTS MAY CONTAIN ASBESTOS FIBERS THAT ARE NOT READILY IDENTIFIABLE. USING THE ABOVE NON-RECOMMENDED PROCEDURES ON ASBESTOS CONTAINING MATERIAL CAN CREATE ASBESTOS DUST AND THE RELEASE OF AIRBORNE ASBESTOS FIBERS. THE INHALATION OF ASBESTOS DUST OR FIBER MAY CAUSE ASBESTOSIS OR OTHER SERIOUS BODILY HARM. SMOKING GREATLY INCREASES THE RISK OF SERIOUS BODILY HARM FROM ASBESTOS.

For more information on installing Luxury 500 Flooring, contact your nearest Luxury 500 retailer or American Biltrite at the address indicated below.

