

IMAGO FLOORS™

EXQUISITE ORNAMENTAL PARQUET

LIMITED WARRANTY OF IMAGO FLOORING, A DIVISION OF DECORATIVE IMAGING, INC. (“Imago”)

Decorative Imaging, Inc. (Imago) provides the following Limited 15-year Residential Warranty to the original customer for as long as he or she owns the flooring:

Imago warrants to its customer that for a period which is the lesser of fifteen (15) years from the date of application by Imago or so long as the original purchaser of the flooring owns the home in which the flooring is installed, the finish coating will not separate from the floor substrate and that the finish coating will not wear through. Upon the breach of any limited warranty contained herein, Imago agrees to repair or replace the product in question. CUSTOMER’S RIGHT TO HAVE THE FLOORING REPAIRED OR REPLACED IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER UPON BREACH OF THIS LIMITED WARRANTY. ANY MODIFICATION OF OR TAMPERING WITH THE FLOORING OR FINISH COATING BY THE CUSTOMER OR BY ANY PARTY PURCHASING THE PRODUCT FROM THE CUSTOMER SHALL VOID THIS LIMITED WARRANTY.

Flooring is susceptible to normal color change due to interior lights or the sun’s ultraviolet rays. Sun fade is not a breach of Imago’s limited warranty. Scratches, gouges, indentations, misuse, damage caused by lack of proper care, insufficient protection under furniture, other abrasives, spiked heel shoes, pets, insects, and damage due to water or moisture are not breaches of Imago’s limited warranty.

The Limited 15-Year Residential Warranty is made subject to the following conditions:

1. The floor must be installed properly in accordance with Imago installation instructions. The instructions should be obtained through a retailer or at 1-800-328-9324 or <http://www.imagofloors.com>.

Imago makes no warranties regarding installation of any of its flooring products. It is the responsibility of the installer or homeowner to inspect the product prior to installation. Flooring pieces that are obviously damaged or otherwise unsuitable should not be installed. Industry standards allow for up to ten percent (10%) of the overall job for defective materials which must be cut but cannot be used for the job or installation.

2. The flooring must be used only indoors in dry, climate-controlled residential areas. This limited warranty does not apply if used in any commercial setting.

3. Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting. Damage resulting from the use of a jet mop, spray mop, or similar wet mop with the flooring is not covered by this limited warranty.

5. Surface wear must be readily visible (i.e. approximately 1/2 square inch). Gloss or sheen reduction is not surface wear and is not covered by this limited warranty.

6. This limited warranty does not apply to water damage, including but not limited to water damage caused by flooding, standing water (water that remains on floor longer than 30 minutes), leaking pipes, household mechanical failures, appliance leaks or pet urine.

7. 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 (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.

8. This limited warranty does not apply to flooring installed on a concrete subfloor unless a non-recycled (100% virgin resin) 6-mil. polyethylene film vapor barrier with a density of 0.92 lbs./cubic ft. and a thickness tolerance of +/- 10% is installed over concrete subfloor that emits a water vapor no greater than 5 lbs. per 1,000 sq.ft. within 24 hrs.

9. Installation of flooring that contains any manufacturing defect is not covered by this warranty.

Imago Manufacturing Warranty

Imago provides a limited warranty to the original purchaser for one (1) month from the date of purchase covering any manufacturing defects in the flooring. All floor materials are guaranteed to be free from defects in manufacturing when they leave the Imago factory.

Normal differences in color and/or grain pattern in the wood and design is desirable and is not considered reason for return. We assume no responsibility for deterioration of Imago Floors that may occur due to failure to seal wood, inadequate protection of wood surfaces from weather or human elements, expansion or contraction or warping of wood caused by dryness, humidity or moisture that is out of our control.

All items should be inspected prior to installation. Any damage that may have occurred in shipment must be reported to Imago Floors within 7 days of receipt. Installation instructions are provided with all products. Imago assumes no responsibility for incorrect installation or damage to product or surrounding flooring caused by incorrect installation.

The Imago Limited 6-Month Manufacturing Warranty is made subject to the following condition:

The limited warranty does not cover any damage that occurs during the shipment or installation.

How to Make Claims:

Any claim under the Imago Limited 15-Year Residential Warranty or Imago Limited 1-Month Manufacturing Warranty must be made by contacting Imago within 10 days after the basis for the claim is detected. In addition, any claim under either limited warranty must be made before the end of the applicable limited warranty period. Proof of purchase, including the date of purchase, must be presented to make a claim.

Imago's Responsibility:

If Imago accepts a claim under either of these limited warranties, Imago will repair or replace, at its option, the affected Imago flooring material only. If Imago in its sole discretion determines that such repair or replacement is not reasonably achievable, Imago may choose to refund the purchase price of the affected Imago flooring material. If the design for which a claim is made is no longer available, Imago will replace the affected floor materials with another Imago design of equal or greater value at Imago's discretion. Upon approval of the warranty claim, Imago will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must comply with such instructions within thirty (30) days after the claim is approved or your rights under the limited warranty will be deemed waived. The above remedies are the sole and exclusive remedies for claims on this product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.

DISCLAIMERS:

IMAGO DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT.

Limitation of Damages. IN NO EVENT SHALL IMAGO BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO IMAGO FLOORING PRODUCTS OR THE BREACH OF THIS WARRANTY, EVEN IF IMAGO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE PRODUCT.

Negation of Implied Warranties. EXCEPT AS PROVIDED IN SECTION 2 ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR CORRECT INSTALLATION.

Imago disclaims liability for incidental and consequential damages. 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. These limited warranties are not transferable. They extend only to the original end-consumer. Samples, descriptions, and other information concerning the product contained in catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon Imago. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify Imago's warranties.

The provisions of these limited warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of Imago.