

## TORLYS Everest<sup>XP</sup> Hardwood

### Lifetime Limited Transferable Non-Pro Rata Residential Warranty Wear, Surface Waterproof, Re-Use, No Gapping, Structural Integrity

As of September 1, 2021

**These warranties are valid only if proper installation (including the use of TORLYS recommended underlayment products, if / when required), and maintenance procedures, are followed. Check with TORLYS Inc. (1-800-461-2573 or [www.torlys.com](http://www.torlys.com)) for detailed information, including Re-Use installation Instructions.**

#### 1. Wear-Through Warranty

This is restricted to wear on the surface of the boards. The wear must be readily visible and cover a minimum of 1.4 square centimeters (0.5 square inches) of the installed floor. Gloss reduction is not considered wear.

#### 2. Surface Waterproof Warranty

TORLYS Everest<sup>XP</sup> will withstand water on the surface floor for a period of up to 72 hours including kitchen and bathroom applications.

#### 3. Second Life Warranty

TORLYS Everest<sup>XP</sup> hardwood Floors are built for a second use when installed in a floating application. The second use is fully covered under this warranty. Please refer to TORLYS Re-Use Guidelines.

#### 4. No Gapping Warranty

TORLYS Everest<sup>XP</sup> hardwood floors are engineered to minimize gapping that can occur in natural floors with seasonal fluctuations. Minor gapping (up to 0.2mm or 0.01 inches), without the unlocking of the planks, may occur and is not considered a defect.

**Note:** the most frequent causes of excessive gapping are:

- Not meeting the required use of expansion joints (see installation instructions)
- Floor being pinned down by mouldings incorrectly installed, i.e., floor being pinned down by nails or glue
- Joints not properly clicked together, or debris caught in the joints
- Extreme dryness conditions (below 30 R.H.)
- **Important:** gaps/open joints on TORLYS Everest<sup>XP</sup> can be closed with the use of the TORLYS Bulldog<sup>®</sup> Tool.

#### 5. Structural Integrity Warranty

TORLYS guarantees that Everest<sup>XP</sup> hardwood Floors are free from manufacturing defects and warrants the structural integrity of the floor including stability and delamination for a lifetime of use.

#### Exclusions

The following are expressly excluded from the present Warranty:

1. Defects or damage caused by installation that does not comply with TORLYS recommended installation procedures (for details please check our web page at [www.torlys.com](http://www.torlys.com)). Any failure as a result of improper installation is the sole responsibility of the flooring contractor and/or installer.

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2. Inadequate product choice for the flooring use conditions. I.e. Heavy commercial use, outdoors, etc.
3. Damage due to improper maintenance. Refer to the TORLYS Maintenance Instructions or contact TORLYS Inc. (1-800-461-2573) for recommended products.
4. Unapproved modification or repair, accidents, or misuse.
5. Damage due to exposure to excessive heat, wetness, or dryness. It is recommended that relative humidity in a home remain in the healthy range of 30-60% throughout the year. Keeping humidity within this range may require the use of a dehumidifier or a humidifier depending on the climate conditions.
6. This Warranty does not cover splits, warping, soiling, or damages that result from abusive conditions, or accidents, such as, but not limited to, severe impact, scratching, cutting, or the use of items such as inline skates, roller skates, stiletto heels, golf shoes or pets.
7. Replacement of materials, which have been installed, and that contain obvious visual defects.
8. Dissatisfaction with colour, shade, or texture variations from samples or printed colour illustrations.
9. Damage caused by gouges, scuffs, punctures, tears, burns, lack of proper furniture rests; improper storage, abuse, or incident such as fire, floods, also plumbing leaks such as overflowing of sinks or similar water damage that can go underneath the floor.  
  
Note: Sliding heavy furniture or appliances may permanently damage your TORLYS Everest<sup>XP</sup> floor.
10. Damage caused by water or moisture trapped beneath the floor.
11. Problems caused by moisture, mildew, alkaline substances, or hydrostatic pressure.
12. This warranty only applies to TORLYS Everest<sup>XP</sup> first quality products.
13. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the floor.

### TORLYS Claim Process

Register your TORLYS Everest<sup>XP</sup> hardwood Floor at [www.torlys.com](http://www.torlys.com) within 90 days of purchase in order to have your floor protected for a lifetime of enjoyment, including the non-pro rata and transferable features of the warranty.

In the case of a claim, notify the dealer who sold you the material promptly. If not registered, you must supply proof of purchase.

Once the dealer verifies the claim, a TORLYS representative will be notified and, if necessary, an inspection will be arranged. If you are unable to contact your dealer or are not satisfied with the dealer's recommendation, please contact TORLYS at 1 800 461-2573 - ext. 2371.

If a product defect is verified, TORLYS will arrange with the respective dealer for the repair or replacement of the defective portion of the floor. If the floor needs to be replaced partially or in whole, the replacement material will be the same design and coloration as the original. If the original flooring is no longer available, then other TORLYS flooring product of similar type and of equal or higher value will be supplied. TORLYS will repair or replace a floor one time during the life of its Warranty.

## **Disclaimer**

TORLYS Inc. excludes and will not pay consequential damages (any loss of time, inconvenience, expenses, costs, etc.) under this Warranty. Repair or replacement of flooring material is the sole remedy. This Warranty includes the cost of labour only if the flooring is installed by a flooring installation professional or the replacement of defective floorboards only, when the homeowner to whom this Warranty applies did the installation.

TORLYS Inc. offers no warranty, express or implied, other than the one described herein; including any warranty of merchantability or suitability of the product for a particular purpose, and no other remedies shall be available except for those provided herein. This Warranty shall not be deemed to have failed its essential purpose while TORLYS Inc. is willing to repair or replace defective goods.

**TORLYS Inc.**

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[www.torlys.com](http://www.torlys.com)