



TORLYS Leather DESIGNER 35-Year Residential Wear Warranty Lifetime Structural and Joint Integrity / No Gapping Warranty

TORLYS Leather Designer floors are covered by a **35-Year Residential Wear** and a **Lifetime Structural and Joint Integrity / No Gapping Warranty**.

These warranties apply to the original end user, are not transferable, and cover only approved product applications. Please note that these warranties are valid from the date of purchase as shown on the consumer's invoice, starting June 1, 2011.

These warranties are valid only if proper installation (including the use of TORLYS recommended underlayment products), and maintenance procedures, are followed. Check with TORLYS Inc. (1-800-461-2573 or www.torlys.com) for detailed information.

This Warranty is not pro rata!

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 10% of the installed floor. Gloss reduction is not considered wear.

2. Lifetime Structural Warranty

We guarantee that this product is free from manufacturing defects and will remain free of these defects for as long as you own your residence.

3. Lifetime Joint Integrity Warranty / No Gapping Warranty

The joint will remain secure and the planks will not come apart. **Note:** All TORLYS 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 (R.H.)

Important: gaps/open joints on TORLYS can be closed with the use of the TORLYS Bulldog® Easy Plank Replacer

Exclusions

The following are expressly excluded from the present guarantee:

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). Any failure as a result of improper installation is the sole responsibility of the flooring contractor and/or installer.
2. Inadequate product choice for the flooring use conditions.
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.
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 denting, splits, warping, soiling or abuse caused by items such as inline skates, roller skates, stiletto heels, golf shoes or pets.



7. Accidents or misuse.
8. Replacement of materials, which have been installed, and that contain obvious visual defects.
9. Dissatisfaction with colour, shade or texture variations from samples or printed colour illustrations.
10. Damage caused by scratches, gouges, scuffs, punctures, tears, indentations, burns, lack of proper furniture rests; improper storage or incident such as fire, flood (also plumbing leaks such as overflowing of sinks or similar water damage) or abuse.
Note: Sliding heavy furniture or appliances may permanently damage your TORLYS floor.
11. Problems caused by moisture, mildew, alkaline substances or hydrostatic pressure.
12. This warranty only applies to TORLYS 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.

How to Make a Claim

Notify the dealer who sold you the material promptly, in writing. You must supply proof of purchase. Include the product name, quantity involved and installation costs (if applicable.)

Once the dealer verifies the claim, the retailer will notify a TORLYS representative 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. 2376.

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 professionally installed, 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.

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TORLYS Inc. Offices

Head Office: 1900 Derry Road E., Mississauga, ON L5S 1Y6

Western Office: 1292 Cliveden Avenue, Delta, British Columbia, V3M 6G4 Canada

www.torlys.com