

MARQUIS

INDUSTRIES, INC.



Consumer Luxury Vinyl Flooring Warranty and Guide

www.marquisind.com

Thank you for purchasing new Marquis Industries Luxury Vinyl Flooring

Marquis Industries stands behind the quality and craftsmanship of every product we manufacture. You have selected a Luxury Vinyl Flooring known for style, quality, and value that we know you will enjoy for years to come.

To determine which warranty applies to the Marquis Industries LVF you purchased, your retailer should include the following information on your invoice or complete the following information at the time of purchase:

Style name and # _____

Price per sq. ft. _____

Invoice # _____

Purchase date _____

Installation date _____

Sq. ft. purchased _____

Retailer name and address _____

This brochure was designed to help you understand the warranties that apply to your new LVF, as well as, how to properly care for and maintain its beauty. Please retain this warranty booklet along with a copy of your original invoice, cleaning receipts, and two square feet of excess, unused LVF after installation.



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WARRANTIES

Marquis Industries Luxury Vinyl Flooring products offers several different warranties based on product type and use. Please consult your product specifications sheet to see which warranty below is applicable to your product:

Limited 25 Year Residential Warranty

The vinyl layer of the floor plank is warranted by Marquis Ind. not to wear through under normal use for a period of 25 years from the date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% vinyl layer wear-through is determined to have occurred, Marquis will arrange a pro-rated credit based on the terms outlined in the section headed "Terms of 25 Year Limited Warranties". This warranty is non-transferable and applies only to the original purchaser.

This 25 year limited residential wear warranty is made subject to the following conditions:

The floor must be installed properly and according to Marquis installation instructions

The flooring must be used only indoors in a climate controlled area.

The flooring must be maintained in accordance with Marquis maintenance instructions.

Installation of flooring that contains any visible manufacturing defect is not covered by this limited wear warranty.

Limited Lifetime Structure Warranty

The floor plank and/or tile is warranted to be free from manufacturing or material defects for the life of the product. Should a defect occur, Marquis will arrange a credit based on the original purchase of the product. Should a problem attributable as a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by this warranty. This warranty is not transferable by the purchaser of the floor.

Lifetime Limited Structure Warranty Coverage

Upon determination of a valid manufacturing defect, credit will be issued to the dealer and will be good toward the purchase of replacement. When a defective product is installed, credit applies to material only and does not include labor since it is the responsibility of the installer to determine suitability of material prior to installation. Should a problem attributable to a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by the Lifetime Limited Structure Warranty.

The Limited Lifetime Residential Wear and Lifetime Limited Structure Warranty do not cover:

1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Marquis makes no guarantee that products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
4. Noncompliance with installation instructions and maintenance guidelines as recommended by Marquis. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.

6. Floor covering installed in inappropriate locations is excluded from this warranty.
7. Gloss reduction or surface scratches are not considered surface wear.

10 Year & 5 Year Commercial Warranty

The vinyl layer of the floor plank is warranted by Marquis Ind. not to wear through under normal medium commercial use for a period of ten (10) years or five (5) years from the date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% vinyl layer wear-through is determined to have occurred, Marquis will arrange a pro-rated credit based on the terms outlined below in the section headed “Terms of 10 Year Commercial Warranty” or “Terms of 5 Year Commercial Warranty”. This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

- Retail: Novelty Shops/Boutiques, Product Display Areas, Sales Floors, Showrooms, Hair Salons, Hallways, Entryways (walk off mats required)
- Medical Offices: Waiting Rooms, Patient Rooms, Examination Rooms, Storage Rooms, Hallways, Entryways (walk off mats required)
- Hotels: Guest Rooms, Conference/Meeting Rooms, Lobby
- Offices and Restaurants: Offices, Conference/Meeting Rooms, Showrooms, Restaurant Floor, Break Rooms
- Institutional: Classrooms, Training Rooms, Meeting Rooms, Commons Areas, Residence Halls, and Hallways

This 10 year limited medium commercial wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to Marquis Installation instructions.
2. The flooring must be used only indoors in dry, climate controlled area.

3. The flooring must be maintained in accordance with Marquis Maintenance instructions.

Lifetime & 25 Year Limited Warranties

- **Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One - Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Marquis will pay 50% of reasonable labor costs.
- **Between Year Five - Ten:** Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.
- **After Ten years:** Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Marquis will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.



10 Year Commercial Warranty

- **Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One - Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Marquis will pay 50% of reasonable labor costs.
- **Between Year Five - Ten:** Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included

5 Year Commercial Warranty

- **Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One - Three:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within three years of purchase, Marquis will arrange a credit based on the original purchase of the product or replace the product. Marquis will pay 50% of reasonable labor costs.

LVF CARE & MAINTENANCE

Newly Installed Floor Care

- Always use plywood or other boards when moving heavy objects across the floor.
 - Sweep, dust mop or vacuum the floor to remove all loose dirt and grit.
 - Lightly damp mop with well wrung mop.
- Initial & Routine Maintenance (Daily or as needed)
- Sweep, dust mop or vacuum the floor to remove all loose dirt and grit. Do not use treated dust mops.
 - If a deeper cleaning is desired, clean the floor using a properly diluted Neutral pH cleaner. Follow label instructions.

Prevention

- The single greatest cause of damage to any flooring or floor finish is abrasion from dirt and grit. Wherever possible, use walk off mats at entrances and doorways.
- Use non-staining floor protectors under heavy furniture, chairs, and tables.



TERMS

- These limited warranties give you specific legal rights, and you may also have other legal right which vary from state to state. These limited warranties apply only to Marquis Industries LVP installed in the U.S.

THE LIMITED WARRANTIES IN THIS BOOKLET ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY MARQUIS INDUSTRIES FOR THE CARPET SPECIFIED, AND ARE IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY MARQUIS INDUSTRIES OR ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, CONDITION OR QUALITY OF THE PRODUCT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY TRADE USAGE (EXCEPT FOR THOSE IMPLIED WARRANTIES APPLICABLE UNDER LAW, WHICH, WHERE PERMITTED BY APPLICABLE LAW, ARE HEREBY DEEMED LIMITED TO THE DURATION OF THE GIVEN WARRANTY PERIOD STATED HEREIN), WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR BUYER'S USE OR PURPOSE. NO DEALER, DISTRIBUTOR, RESELLER, RETAILER, OR SALESPERSON, OR ANY REPRESENTATIVE OF MARQUIS INDUSTRIES HAS THE AUTHORITY TO MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THE LIMITED WARRANTIES IN THIS BOOKLET, WHETHER IN WRITING OR ORALLY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MARQUIS INDUSTRIES BE LIABLE TO YOU FOR ANY LOST OR PROSPECTIVE PROFITS, DAMAGES OR LOSSES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY, OR ANY

IMPLIED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF MARQUIS INDUSTRIES EXCEEDS THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. FOR THE SAKE OF CLARITY, THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE AND DAMAGE TO OR LOSS OF PROPERTY, AND THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN 2715 OF THE NEW YORK UCC.

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.

FULFILLMENT OF OUR WARRANTY OBLIGATION

If your LfV does not perform in accordance with these limited warranties, you must file a claim using the instructions below. Upon determination that your claim is valid and covered under one or more of these warranties, Marquis Industries will repair the affected area of your flooring, or, if repair cannot be accomplished, we will credit the retailer for replacement of the affected area. If the LfV style or color has been dropped, Marquis Industries is only responsible to replace said LfV with the closest possible style and color manufactured by Marquis Industries.

How to File a Claim

Notify the LfV retailer who sold you the Marquis Industries LfV in writing describing the problem in as much detail as possible and provide proof of purchase and proof of maintenance (if applicable).

If you are unable to contact your retailer please write to Marquis Industries at:

Marquis Industries Inc.

Attn: Claims

PO Box 1483

Chatsworth, GA 30705



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