

## GENERAL TERMS

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Windmoeller Inc. warrants that Purpose Organic Flooring (the Product), when installed properly and used under normal operating conditions, will conform to the published ASTM (F3404) Standard Specification for Heterogeneous Polyurethane Tile or Plank Flooring, and as published by Windmoeller's product specific technical documents, for a period of 12 years.

Warranted Product must be installed by licensed and insured professional installers only. The Product shall be installed, used, maintained, and cared for in accordance with the Product Installation Instructions, Application Guidelines, and Cleaning and Maintenance Instructions. All documentation may be obtained at [www.purposefloor.com](http://www.purposefloor.com). All installation outside of these parameters will void this Limited Warranty. This Limited Warranty is not transferable and only applies to the original end-user.

**Windmoeller's liability and Customer's exclusive remedy under this Limited Warranty is limited to the replacement or refund of defective Product and, if defects are not visible and obvious and Product has been installed with a Windmoeller Inc. approved adhesive, reasonable labor costs. This Limited Warranty does not include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost time, furniture removal, or overtime pay.**

## LIMITED WARRANTY TERMS AND CONDITIONS

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**Manufacturing Defect:** The Product shall be free of manufacturing defects during the period of this warranty.

Manufacturing defects include delamination, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Thickness variation is defined as thickness exceeding the thickness tolerance as defined in ASTM F386. Any claim of manufacturer defect must be reported within thirty (30) days of discovery.

**Wear:** The Product will not wear through to the decorative layer under normal use for 12 years.

If a defect occurs in your floor, upon verification of the defect, Windmoeller Inc. will authorize repair or replacement of the affected area with flooring of equal or greater value. Full replacement or replacement of an area greater than the affected area is at the sole discretion of Windmoeller. Windmoeller may provide replacement materials directly to the Customer, or through a professional installation company of their choice, conduct repairs or replace materials in a manner suitable to Windmoeller. Windmoeller will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Windmoeller reserves the right to supply similar floor covering. Replacement Product is warranted for the remaining time of the original warranty.

Any claim for labor reimbursement must be submitted for pre-approval by Windmoeller. Labor cost will not be reimbursed for any Product installed containing visible and obvious defects. Any defect greater than 0.5 inches is considered visible and obvious.

Costs to settle valid claims will be settled according to the following pro-rated schedule:

- Year 1: 100% material and labor
- Year 2: 100% material and 50% labor
- Years 3-5: 100% material only
- Years 6-8: 50% material only
- Years 8-12: 25% material only

For more information, please contact your Purpose Organic Flooring representative.

### LIMITED WARRANTY EXCLUSIONS

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1. Construction-related damage.
  2. Wear and indentations from chairs or other furniture without proper floor protectors. Failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic. Protectors must be the same diameter as the object, or a minimum of one inch and rest flat on the floor. Use of mats that are not labeled "non-staining".
  3. Indentations, scratches, or surface damage caused by improper maintenance. Damage resulting from failure to follow floor care instructions, misuse, negligence, spike heeled shoes, pebbles, sand, or other abrasives.
  4. Subfloor irregularities that cause premature wear on the surface of the flooring.
  5. Dissatisfaction or damage due to improper workmanship in installation or installation contrary to Windmoeller's recommendations.
  6. Labor on material installed with obvious defects.
  7. Labor costs on repair of replacement material which was not originally professionally installed.
  8. Discoloration or bond failure on the Windmoeller products resulting from improper adhesive selection or application.
  9. Installation utilizing adhesives other than those recommended and approved for Product by Windmoeller.
  10. Problems due to moisture, mildew, alkaline substances, or hydrostatic or hydrodynamic pressure in the subfloor.
  11. Using non-recommended floor care products that damage the floor. Loss of gloss or buildup of dulling film due to lack of cleaning and maintenance or improper cleaning and maintenance. Damage caused by vacuum cleaner beater bars or caster wheels.
  12. Misuse that causes scuffs, scratches, cuts, or damage.
  13. Discoloration from carpet dyes, fertilizer or other chemicals.
  14. Damage caused by burns, flooding, fires and other accidents. Damage caused by abuse (i.e., dragging appliances, heavy or sharp objects across the floor without proper protection).
  15. Fading or discoloration from extreme heat or sunlight.
  16. Normal variations of color, shade, gloss, or texture of the floor you purchase from those shown on samples or printed marketing materials.
  17. Discoloration from mold or mildew growth caused by excessive moisture resulting from flooding, leaking plumbing or appliances, water entering through sliding glass doors or other water emergencies.
  18. Purchase of "seconds", "remnants", "mill trials" or other "irregular" (non-first quality) flooring material, or material not part of, or available in the regular Windmoeller product line.
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### WHAT TO DO IF YOU NEED WARRANTY SERVICE

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1. As soon as possible after you discover a problem, but in any case, no later than thirty (30) days after you discover a problem, and before any action is taken to change the condition of the affected floors, email your warranty claim to [claims@windmoellerinc.com](mailto:claims@windmoellerinc.com).
2. Set aside any un-installed materials, attic stock etc., as we may request material samples for technical evaluation.
3. The claim should include all of the following:
  - (a) A copy of the original invoice/receipt along with your name, address, email and telephone number that Windmoeller can use to contact you regarding your claim
  - (b) the location at which the floors were installed, the name of the company that sold you the flooring, the name of the installer, the date of installation, the size of the installation, and a list of product/s in question that includes the item number and quantity of each product
  - (c) documentation of all pre-installation test results including, but not limited to, in-situ relative humidity testing, calcium chloride testing, concrete surface moisture testing, pH testing, adhesive mat bond testing, and substrate porosity testing,
    - (d) photographs you have taken of the conditions
    - (e) the date on which you discovered the damage
    - (f) a reasonable description of the type, extent, and location of the damage

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR IN CONNECTION WITH (A) THIS WARRANTY OR ITS BREACH, OR (B) ANY CLAIMED DEFECT IN WINDMOELLER FLOORING PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, BREACH OF WARRANTY, CONTRACT, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. As conditions of this Limited Warranty, the parties' consent to personal jurisdiction and venue in Fulton County, Georgia for any dispute arising from or in connection with this Limited Warranty, or its breach, or with respect to any defect in Windmoeller flooring products, not otherwise amicably resolved and waive any rights they might otherwise have to object to personal jurisdiction or venue or to transfer a proceeding to another venue.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, WINDMOELLER INC. WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY WINDMOELLER INC. AND ARE HEREBY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, SUCH RIGHTS MAY VARY FROM STATE TO STATE.

IMPLIED WARRANTIES NOTE: The warranty is not transferable, and it extends only to the original purchaser.