

TRUE EARTH FLOORWORKS WARRANTY

How this fits with contractual and legal defect claims:

Under this warranty, LICO U.S. grants the initial purchaser additional rights that exist alongside contractual and legal defect claims. The initial purchaser in the sense of this warranty is the person who has purchased the LICO U.S. True Earth Floorworks floor from a distributor as the first user.

Warranty conditions

The warranty is non-transferable; it is only given to the initial purchaser.

Laying

The floor must have been laid in accordance with the laying instructions.

Abrasion resistance

A warranty claim exists if the decorative layer is fully removed in an area of ½-inch squared. Abrasion marks on the panel edges are excluded from the warranty.

Light fastness

A warranty claim exists if the floor is not light fast to Level 6 on the Blue Wool Scale (method for calculating light fastness). The consequences of natural aging is excluded from the warranty.

Stain-resistant

A warranty claim exists if the floor is damaged from exposure to the following substances: acetone (e.g. found in nail varnish remover), hand cream, alcoholic drinks, natural fruit and vegetable drinks, fats, coffee, cola drinks and nail varnish.

Exclusions

The warranty is excluded if no dirt trapping mats are laid in the entrance area or defects arise due to natural wear and tear, improper handling, laying, use or storage or improperly executed alterations or repairs.

The warranty can only take effect if the goods are delivered in their original packaging. Sale goods are expressly excluded from the warranty as is the occurrence of external incidents or accidents of any type whatsoever. Before and during installation, inspect all the flooring planks for any visible defects or faults. Planks with visible errors must not be laid as the installation of defective planks cancels the warranty.

The warranty will not apply if the laminated surface is damaged due to:

1. Dropping objects of at least ½-inch squared in size.
2. Handling the floor with sharp objects.
3. An unsuitable cleaning process.
4. Laying the flooring products in unsuitable rooms.
5. Unusual use and care and inappropriate treatment (e.g., outside use of flooring).
6. Natural disaster.
7. Pet urine or other abrasive agents (if not cleaned before 24 hours).
8. Any other unusual chemical or mechanical stress.

Making a claim under warranty

The warranty claim must be made in writing within 30 days of the appearance of the defect, with the original proof of purchase. Before agreeing to the warranty claim, LICO U.S. reserves the right to inspect the floor concerned on-site or to have the floor inspected by a third party.

Services under warranty

LICO U.S. may provide the services under warranty in respect of the initial purchaser in the form of a cash payment or by making a replacement, as it chooses. Where the warranty service is in the form of a cash payment, this is oriented exclusively to the current market value of the floor concerned. In the event of a warranty service provided in the form of a replacement, the initial purchaser is supplied with replacement goods for the defective panels free of charge at the original point of sale. More extensive claims to warranty services do not thereby arise. In particular, warranty claims do not include the costs of removal, reinstallation, fitting, transport, storage or travel costs. If the floor can no longer be supplied in the preferred decoration, the choice is made from the current product range.

LICO U.S. Comprehensive Warranty Program

This document details of coverage and limitations for the following warranties for LICO U.S. flooring planks and tiles:

- Lifetime Limited Residential Wear Warranty
- Lifetime Limited Petproof Warranty
- 15 Year Limited Commercial Wear Warranty

Lifetime Limited Residential Wear Warranty

The urethane and corundum layer of the floor plank is warranted by LICO U.S. not to wear through under normal use for the life of the product. Urethane and corundum layer wear-through is defined as 100% 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% Urethane and corundum layer wear-through is determined to have occurred, LICO U.S. will arrange a pro-rated credit based on the terms outlined below in the section headed “Terms of Lifetime Limited Warranties”. This warranty is non-transferable and applies only to the original purchaser.

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

1. This lifetime limited residential wear warranty is made subject to the following conditions:
2. The flooring must be used only indoors in a climate controlled area.
3. The flooring must be maintained in accordance with LICO U.S. maintenance instructions. Details available at www.lico-us.com/faq/.
4. This limited warranty does not apply to LICO U.S. moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

The Limited Lifetime Residential Wear and Warranty do not cover:

1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear and tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to 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. Noncompliance with installation instructions and maintenance guidelines as recommended by LICO U.S. 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.

4. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
5. Floor covering installed in inappropriate locations is excluded from this warranty.
6. Gloss reduction or surface scratches are not considered surface wear.
7. Damage to floor caused by flooring that is installed using the floating method that subsequently is heated to temperature above 140° F (60° C) or is exposed to temperatures below 32° F (0° C).

Lifetime Limited Petproof Warranty

LICO U.S. warrants that your True Earth Floorworks floor will resist staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for as long as you own your floor.

Cleaning of the affected area should begin immediately upon discovery (24 hours maximum). The more time that elapses before removal, the more difficult a stain will be to remove.

The Limited Petproof Warranty does not cover:

- Any urine, feces, or vomit stains other than pet (domestic cat or dog).

Terms of Lifetime Limited Warranties:

- ***From Date of Purchase – Year Five :*** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, LICO U.S. will arrange a credit based on the original purchase of the product or replace the product.
- ***Between Year Six – 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, LICO U.S. will arrange a credit based on 50% of 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, LICO U.S. will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

15-Year Commercial Limited Wear Warranty

The urethane and corundum layer of the floor plank is warranted by LICO U.S. not to wear through under normal commercial use for a period of fifteen (15) years from the date of purchase. Urethane and corundum layer wear-through is defined as 100% 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.) Dull finish can be corrected with spot or overall recoating care systems. If 100% wear-through is determined to have occurred, LICO U.S. will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of 15-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, 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, Hallways

15-year limited commercial wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to LICO U.S. installation instructions. Proper installation includes, but is not limited to the following:
2. The flooring must be used only indoors in a climate controlled area.
3. The flooring must be maintained in accordance with LICO U.S. maintenance instructions.
4. This limited warranty does not apply to LICO U.S. moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

15-Year Commercial Limited Wear Warranty does not cover:

1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, 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. Noncompliance with installation instructions and maintenance guidelines as recommended by LICO U.S. 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.
4. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as fork lifts, carts, dollies, roller skates, golf shoes or pets.
5. Floor covering installed in inappropriate locations is excluded from this warranty.
6. Gloss reduction or surface scratches are not considered surface wear.
7. Damage to floor caused by flooring that is installed using the floating method that subsequently is heated to temperature above 140° F (60° C) or is exposed to temperatures below 32° F (0° C). Terms of 15 Year Commercial Warranty:

Terms of 15-Year Commercial Limited Wear 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, LICO U.S. will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- ***Between Year Two – 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, LICO U.S. will arrange a credit based on the original purchase of the product
- ***Between Year Six – Fifteen:*** 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, LICO U.S. will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

How to Make a Claim

Any claim made under either of these limited warranties must be made by contacting your retailer within 30 days after the basis of the claim is detected. In addition, any claim under either of these limited warranties 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.

Lifetime Residential Limited Wear Warranty

The finish of the floor plank is warranted by LICO U.S. not to wear through under normal use for the life of the product. Finish wear-through is defined as 100% finish removal over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) This warranty is non-transferable and applies only to the original purchaser.

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

1. The floor must be installed properly and according to LICO U.S. installation instructions. Proper installation includes, but is not limited to the following:
2. The flooring must be used only indoors in a dry, climate controlled area.
3. The flooring must be maintained in accordance with LICO U.S. maintenance instructions.
4. This limited warranty does not apply to water damage of any kind.
5. 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 under the floor.
6. This limited warranty does not apply to LICO U.S. moldings and trims.
7. Installation of flooring that contains any manufacturing defect is not covered by this limited warranty.

The Limited Lifetime Residential Wear Warranty does 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 and tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to 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. Noncompliance with installation instructions and maintenance guidelines as recommended by LICO U.S.. 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. Failure to apply protective coating in accordance with manufacturer's guidelines may result in irreparable damage to the cork. Such damage is not covered.
4. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
5. Floor covering installed in inappropriate locations is excluded from this warranty.
6. Exposure to UV light and sunlight will cause discoloration. This is normal and is not a manufacturing flaw. Area rugs and large furniture will block light exposure and cause uneven coloration. To minimize this, furnishings and floor coverings should be moved periodically.

How to Make a Claim

Any claim made under either of these limited warranties must be made by contacting your retailer within 30 days after the basis of the claim is detected. In addition, any claim under either of these limited warranties 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.

Conditions of Guarantee/Guarantee on LICO floors: True Earth Floorworks Declaration of guarantee

LICO U.S., as a manufacturer of LICO True Earth Floorworks flooring, grants a guarantee in addition to legal rights in accordance with the following conditions of guarantee. In the case of conventional use within the living area, LICO U.S. guarantees the correctness of the product structure in terms of assembly of the different layers and surface treatment. Damages caused by inappropriate treatment and inappropriate use are not covered by the guarantee, in particular inappropriate loading and wear and tear of the floor, mechanical damages such as dents and faults, visual impairments such as joints, color changes due to light as well as deformation of the individual floorboards caused by seasonal and room conditions. Also excluded is damage due to inappropriate care, cleaning or maintenance of the surface and surface coating, in particular chemical damages. The guarantee applies exclusively to first choice products and to use within private living areas with a normal amount of strain.

Duration of guarantee [Limited Lifetime Residential- Limited 15 Year Commercial]

Conditions of guarantee

The floor must have been laid according to the terms of sale and the instructions enclosed with the product, in particular according to the laying guide, in the areas of application permitted. The references in the laying guide to the moisture examination of the subfloor and the references for laying on underfloor heating should be considered in particular. The material is to be examined for possible material defects/damages before laying. The floor care and cleaning also has to be carried out according to the care guide included with the product. If signs of wear appear, the surface must be professionally renewed by a specialist company in time and to the extent necessary. The guarantee does therefore not extend to cover damage resulting from inappropriate laying, inappropriate cleaning or care, nor resulting from a professional maintenance of the surface coating which is not carried out in time.

Reporting cases covered by the guarantee

Any complaint must be made to LICO U.S. in writing, presenting the original invoice of the specialist dealer at the same time, which is considered as the guarantee certificate. If the original invoice of the specialist dealer can no longer be submitted, a guarantee claim is impossible. After LICO U.S. receives this report, it has four weeks to declare to the customer whether the case of guarantee is recognized. If no declaration is made within this period, the case of guarantee is considered as rejected. During this period, LICO U.S. or one of its assigned thirds must be granted a local inspection of the floor in question, in order to see whether the claim is justified.

Extent of guarantee

In the case of a recognized case of guarantee, the faulty floorboard will, at the discretion of LICO U.S., be repaired or, alternatively, equivalent replacement material will be provided. The replacement material can be collected by the customer free of charge, under exclusion of all further claims, in particular those for compensation for disassembly, laying or subsequent costs, as well as of compensation for damage which did not actually occur on the delivery object itself, at the original point of sale shown on the original invoice.

Motorized Wheelchair use.

As a part of the Limited Lifetime LICO True Earth Warranty, LICO-US specifically approves the use of motorized wheelchairs on True Earth Floorworks flooring with the following stipulations:

1. During installation adhesive **MUST** be used in each tongue and groove joint. Specifically, place a drop of adhesive every 8" to 10" on center in the groove of the joint on the long side of each plank before clicking planks together during installation. (Use Titebond III or equal adhesive)
2. A 3/8" gap must be maintained at the edge of the floor to allow for expansion and contraction. No fasteners may penetrate the floor at any point. (Trim must be fastened to walls only)
3. A 6 mil polyethylene (plastic) vapor barrier must be placed over concrete or mineral based subfloors at or below grade level. The sheeting must be taped and turned 2-3" up the walls behind the trim.
4. Use a kraft paper barrier on an OSB or plywood subfloor to create a disconnect between the True Earth Floor and the subfloor, allowing for floor movement.

Maintenance - Keep swept and use a small amount of mild household detergent in a large bucket of water for general cleaning. For spot cleaning use a white scotchbrite pad (or tennis ball) with water. This works well on wheelchair tire residue that may result on any floor surface.

Refer to the LICO True Earth installation instructions for general information.