



TORLYS Hardwood ELITE
5-Year Limited Commercial, Wear, Structural
and Joint Integrity / No Gapping Warranty

TORLYS Hardwood, Everest Elite and Summit Elite floors are covered by a **5-Year Limited Commercial, Wear, Structural and Joint Integrity / No Gapping Warranty**. This Warranty applies to the original end user and covers only approved interior, non-industrial product applications, as detailed below. Please note that the Warranty is valid from the date of purchase as shown on the purchase invoice, starting June 1, 2011. Labour charges, installation charges or similar costs are not covered by this Warranty.

Warranty Details / Restrictions

1. Wear:

The guarantee against wear is restricted to wear on the surface of the planks or tiles. The wear must be readily visible and cover a minimum of 10% of the installed floor and cannot be the result of abusive conditions or accidents such as, but not limited to, damage caused by severe impact, scratching or cutting, moist conditions or faulty maintenance. Gloss reduction is not considered wear.

2. Structural Integrity:

We guarantee that this product is free from manufacturing defects and will remain free of these defects for the duration of this Warranty.

3. Joint Integrity / No Gapping is defined as:

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

NOTE: The above warranties are “pro rata”. A “pro rata” warranty provides for a refund or credit that decreases as the respective warranty period progresses, i.e., the warranty is reduced proportionally to the amount of time that you own it.

This Warranty is applicable to installations in the following areas without immediate access to street traffic:

- Offices
- Hotel rooms and suites
- Hotel conference and multipurpose rooms
- Retail stores



This Warranty is NOT applicable to installations in:

- Heavy commercial areas such as, but not limited to, airports, restaurants, bars, etc.

Note: in case of doubt about a specific type of location, please contact TORLYS technical services at 1-800-461-2573, ext. 2376 or 6009).

This Warranty is valid only if proper installation* and maintenance procedures are followed. Check with TORLYS Inc. (www.torlys.com) for detailed information.

*Note: To withstand commercial traffic and validate your commercial warranty, TORLYS floors, which do not have a built-in cork backing, must be installed over TORLYS Safe&Sound or TORLYS Cork underlayment.

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). Any failure as a result of improper installation is the sole responsibility of the flooring contractor and/or installer.
2. Inappropriate product choice for the flooring application.
3. Damage due to improper maintenance or use of non-recommended floor dressings. 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 commercial space 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 stains, scratches, gouges, scuffs, punctures, tears, fading, 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.

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 of the defective product, or for the supply of enough product to replace 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 equal or higher value will be supplied. TORLYS will supply replacement material one time during the life of this Warranty.

Disclaimer

Under no circumstances can TORLYS Inc. be held responsible for any loss of time, inconvenience, expenses, costs, or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made. The repair of defective product or the supply of replacement product, are the sole remedies.

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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