

## **MARQUEE New York flooring 15-Year Limited Commercial Warranty**

**TORLYS Marquee New York** flooring is covered by a **15-Year Limited Commercial, Wear and Structural Warranty**. This Warranty applies to the original end user and covers only approved interior, general commercial, product applications\*\*\*. Please note that this warranty is valid from the date of purchase as shown on the purchase invoice, starting January 2, 2019. Labour charges, installation charges or similar costs are not covered by this Warranty.

\*\*\* Examples of approved installation areas:

- Hotel rooms and meeting rooms; offices, including all areas of doctors' offices; small retail stores; restaurants (excluding commercial kitchens), dining areas; retirement homes; classrooms and libraries.

**MARQUEE** New York floors are guaranteed for installation over radiant-heated sub-floor-floors. For details and limitations, please check the "TORLYS Flooring Warranty and Instructions for installation over radiant-heated sub-floors".

### **Wear Warranty Details / Restrictions**

The guarantee is restricted to wear on the surface of the planks. The wear must be readily visible and measure a minimum of 1.4 square centimeters (0.5 square inches) and cannot be the result of abusive conditions or accidents such as, but not limited to, damage caused by severe impact, scratching or cutting, or faulty maintenance. Gloss reduction is not considered wear.

### **Structural Warranty:**

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

**NOTE:** This warranty is "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 your floor.

### **This Warranty is NOT applicable to installations in:**

- Heavy traffic areas such as, but not limited to, public areas in airports, bus stations, etc.  
Note: in case of doubt about a specific type of location, please contact our Customer Service department at 1-800-461-2573 to be put in touch with our Technical Department.

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

### **Exclusions**

The following are expressly excluded from the present Warranty:

1. Defects or damage caused by installation that does not comply with TORLYS MARQUEE New York recommended installation procedures. 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.  
Note: MARQUEE New York is designed for indoor use only.
3. Damage due to improper maintenance. Contact TORLYS Inc. (1-800-461-2573) for recommended products and maintenance procedures.

4. Unapproved modification or repair.
5. Damage due to exposure to excessive heat.
6. Accidents or misuse.
7. This warranty does not cover denting, soiling or abuse caused by items such as stiletto heels, golf shoes or pets.
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, to actual product runs.
10. Damage caused by stains, scratches, gouges, scuffs, punctures, tears, fading, indentations, burns, lack of proper furniture rests, improper castor wheels or floor protection, improper storage or incidents 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 **MARQUEE New York** floor.
11. Problems caused by moisture, mildew, alkaline substances or hydrostatic pressure.
12. Discoloration caused by the use of rubber-backed mats, or any other mats not identified / labelled as non-staining.
13. Expenses related to the moving of furniture or appliances, and general loss of use and any related expenses.
14. This warranty only applies to TORLYS first quality products.
15. 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 and 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.

## TORLYS Inc.

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