

MARQUEE New York flooring 25-Year Residential Warranty

TORLYS Marquee New York flooring is covered by a 25-Year Residential Wear, Stain and Water Warranty, and a Lifetime Structural Warranty.

This warranty applies to the original end user, is not transferable, and covers only approved, interior, product applications. Please note that this warranty is valid from the date of purchase as shown on the consumer's invoice, starting January 2, 2019.

These warranties are valid only if proper installation and maintenance procedures, are followed. Check with TORLYS Inc. (1-800-461-2573 or www.torlys.com) for detailed information.

This Warranty is not pro rata!

MARQUEE New York floors can be installed in 3-season homes (from -22°F to 122°F / -30°C to 50°C). Thermal shock – very rapid and extreme changes in temperature - may cause damage to the floor. The use of a continuous vapour barrier and proper insulation and ventilation is mandatory in the crawlspace. In construction terminology, a crawlspace is defined as: *“a shallow space below the living quarters of a house, normally enclosed by the foundation wall...”*

Closed-in porches, solariums, screened in gazebos - ALL of these can experience rapid and unbalanced changes in the interior environment that cannot be properly controlled. Installation under these conditions is NOT recommended.

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”.

1. Wear-through Warranty

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.

2. Stain Warranty

Regular household products (such as food, beverages and daily-use cleaning products) will not stain your MARQUEE New York flooring.

3. Water Warranty

The water warranty specifies that under normal use and following TORLYS maintenance procedures, MARQUEE New York flooring will not delaminate or swell visibly (Swell Rate of <1% of the product's original thickness; Heavy Commercial class, as per ANSI / NALFA LF 01-08).

4. Lifetime Structural Warranty

We guarantee that this product is free from manufacturing defects and will remain free of these defects for as long as you own your residence.

Exclusions

The following are expressly excluded from the present guarantee:

1. Defects or damage caused by installation that does not comply with **MARQUEE New York** 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. Inadequate product choice for the flooring use conditions.
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 scratches, gouges, scuffs, punctures, tears, 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 brand, 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, quantity involved and installation costs (if applicable.).

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 or replacement of 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 of equal or higher value will be supplied. TORLYS will repair or replace a floor one time during the life of its Warranty.

Disclaimer

TORLYS Inc. excludes and will not pay consequential damages (any loss of time, inconvenience, expenses, costs, etc.) under this Warranty. Repair or replacement of flooring material is the sole remedy. This Warranty includes the cost of labour only if professionally installed, or the replacement of defective floorboards only, when the homeowner to whom this Warranty applies did the installation.

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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