

## Marquee Laminates by TORLYS

### 25-Year Limited Residential and 5-Year Light Commercial Warranty\* – Wear, Stain, Fade, and Lifetime Structural and Joint Integrity / No Gapping Warranty

Marquee Laminates by TORLYS are covered by a 25-Year Limited Residential and a 5-Year Light Commercial, Wear, Stain, Fade, and Lifetime Structural and Joint Integrity / No Gapping Warranty.

\*Note: Light Commercial refers to environments such as offices, boutiques, hotel rooms, retail stores, etc., located away from the outdoor main entryways or streets.

The 25-Year Residential and the 5-Year Light Commercial warranties are both “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.

The 25-Year Limited Residential Warranty includes labour costs (reasonable labour costs within TORLYS installation rate guidelines).

The 5-Year Light Commercial Warranty does not include labour costs. Any claims-related labour costs will be evaluated on a per-case basis, and any resulting payment is considered an accommodation.

This warranty applies to the original end user, is not transferable, and covers only approved product applications. Please note this warranty is valid from the date of purchase as shown on the consumer’s invoice, starting November 2<sup>nd</sup>, 2020.

**This warranty is valid only if proper installation procedures (including the use of TORLYS recommended underlayment products), and maintenance procedures are followed. Check with TORLYS Inc. (1-800-461-2573 or [www.torlys.com](http://www.torlys.com)) for detailed information.**

#### 1. Wear-through Warranty

This 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 by TORLYS Laminate flooring.

#### 3. Fade Warranty

Marquee by TORLYS Laminate flooring will not noticeably fade from exposure to sunlight or normal artificial light.

#### 4. Structural Warranty

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

#### 5. Joint Integrity Warranty / No Gapping Warranty

The joint will remain secure and the planks will not come apart. **Note:** All Marquee by TORLYS laminate floors are engineered to minimize gapping that can occur in natural floors with seasonal fluctuations. Minor gapping (up to 0.2 mm 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.).

## Exclusions

The following are expressly excluded from the present guarantee:

1. Defects or damage caused by installation that does not comply with Marquee by TORLYS Laminate recommended installation procedures. 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. 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 home 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.
  - Accidents or misuse.
  - Replacement of materials, which have been installed, and that contain obvious visual defects.
  - Dissatisfaction with colour, shade or texture variations from samples or printed colour illustrations.
  - Damage caused by scratches, gouges, scuffs, punctures, tears, 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 Marquee Laminate by TORLYS floor.
  - Problems caused by moisture, mildew, alkaline substances or hydrostatic pressure.
7. This warranty only applies to Marquee Laminate by TORLYS brand, first quality products.
8. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the laminate 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 Marquee Laminate by 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.

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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### TORLYS Inc. Locations

**Head Office:** 1900 Derry Road E., Mississauga, ON L5S 1Y6

**Calgary Whse. & Showroom:** 1845 – 104 Avenue NE, Unit 171, Calgary, AB T3J 0R2

[www.torlys.com](http://www.torlys.com)