

URBAN CHALET
COLLECTION



ENGINEERED
WATERPROOF

LIMITED WARRANTY

Congratulations on the purchase of your FORTEM URBAN CHALET Engineered Waterproof Floor. These floors are manufactured to meet the highest industry standards, and they are put through very strict quality controls. This translates into incredibly beautiful floors and unparalleled durability. This warranty backs the quality and construction of these floors.

RESIDENTIAL WARRANTY

FORTEM warrants its URBAN CHALET Engineered Waterproof plank flooring to be free from manufacturing defects in residential environments for **60 YEARS** (LIFETIME) from the date of purchase.

COMMERCIAL WARRANTY

FORTEM warrants its URBAN CHALET Engineered Waterproof plank flooring to be free from manufacturing defects in commercial environments for **10 YEARS** from the date of purchase.

WARRANTY OWNER: This warranty extends only to the original end customer. FORTEM warranties are non-transferable. No installer, contractor, retailer, distributor, agent, or employee of FORTEM may alter the obligations or limitations of any FORTEM warranty.

MAINTAINING THE WARRANTY

Inspect for Visible Defects: Before beginning the installation, you, the contractor and the installer should examine all planks to ensure they are free of any defects. If any plank is unacceptable due to color, finish, milling or any other reason, it is up to you to determine what to do; use them, hide them in areas like closets, trim off the imperfection, or not install them at all.

Plan on being present during installation to ensure that all required procedures are completed and planks with visible defects are not installed. It is important to inspect individual planks and to frequently step back to observe the “whole picture” before installation is completed.

WHAT THIS WARRANTY COVERS

Your FORTEM URBAN CHALET Engineered Waterproof Floor is warranted against wear from normal conditions and will resist wearing through the wear-layer and resist water damage under normal use conditions.

It is also warranted against milling, manufactured defects, and edge curling. Waste factor is an industry term that refers to an allowance for manufacturing defects in flooring and is represented by a percentage. Accordingly, it is warranted that no more than 5% of the total square footage of your purchase will exhibit any manufacturing defects.

WHAT THIS WARRANTY DOES NOT COVER

- **Mold, Mildew from Excessive Moisture:** While these floors are waterproof, they are designed for day-to-day use in dry and proper conditions. The appearance of mold and/or mildew between your floors and sub-floor, caused by excessive moisture (such as leaks, wet mopping, relative humidity, subfloor moisture, etc.) are excluded from this warranty. In case of a leak or flood where water can go under the floor, remove all flooring planks from the area, clean and dry properly, replace the affected underlayment, and install again.
- **Extreme Site and Environmental Conditions:** Defects or damages resulting from extreme indoor conditions such as extreme heat (including from radiant heat) or exposure to sand; indentations and scratches from misuse and abuse (such as high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors), improper maintenance and/or accidents.
- **Gloss Reduction:** Although the FORTEM URBAN CHALET is already a low-gloss finished product, additional loss of glossiness is not considered finish wear and is not a product defect. All surface finishes lose their luster over time with regular use.
- **Waste:** Industry standards allow for a limited amount of defective product (5% or under). Although our floors do not typically have any defects, the 10% industry-recommended waste factor (considered at the time of the purchase) will cover this.
- **Application of Other Finishes:** This warranty covers the factory applied finish. Applying another finish and/or sanding in preparation for another finish will damage the factory applied finish and voids the warranty against finish wear.
- **Poor Installation:** FORTEM is not liable for damage from improper or negligent installation. This includes damages caused by sub-floor and jobsite environmental deficiencies; improper transportation, acclimation and storage; any other methods or techniques that conflict with FORTEM URBAN CHALET Installation guidelines.
- **Installed Defective Flooring:** As is industry standard for all floor coverings, installation of a product constitutes acceptance of any visual defects. If you come across a defective board, do not install it.
- **Color Variation:** Due to manufacturing run variation and sensitivity to light, the vinyl layer of your Engineered Waterproof Floors is subject to color variation, from plank to plank and from box to box. This warranty does not cover minor color variation from samples, or previously installed flooring.

- **Color Change:** All flooring is sensitive to light, and will change color over time. This warranty does not cover natural color changes due to exposure to light.
- **Consequential Damage:** Losses, damages or expenses relating to anything other than the floor itself are not covered under this warranty. For example, personal damages or costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, etc., are not covered. Furthermore, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered.

WHAT FORTEM WILL DO

If your FORTEM URBAN CHALET Engineered Waterproof Floor fails and is within the guidelines of this warranty, we will issue a refund within 30 days for the purchase price paid for the defective portion of the flooring (excluding any installation costs and labor) in excess of the applicable waste factor mentioned in "What's Covered."

This refund shall be the sole remedy under this warranty. There is no guarantee that the same or a similar product to the original flooring will be available at the time the refund is issued. We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location.

IMPORTANT: Under no circumstances will our liability arising out of/or relating to the purchase of your flooring; exceed the total sum paid by you for the flooring at issue.

The terms above represent the sole and exclusive warranty with regards to your FORTEM URBAN CHALET Engineered Waterproof Floor. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. All other warranties, including warranties of merchantability or fitness for a particular purpose (including slip resistance, fire resistance or any other safety factors not set forth in company's specifications), are excluded. No implied warranties of any kind are provided. Except as herein expressly stated, there are no warranties or conditions, express or implied, by operation of law or otherwise, for any breach of contract, products liability, strict liability, negligence or part thereof furnished hereunder. The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties and/or guarantees, express or implied, are excluded from this transaction and shall not apply for the contract products.