

Forbo Limited Commercial Warranty Marmoleum Ohmex with Topshield pro

A. What Does Forbo Warrant?

Forbo Flooring, Inc. ("Forbo") warrants to the original purchaser ("Purchaser"), or to the original End-User ("End-User") identified in the purchase agreement under which the flooring materials were purchased, if the conditions stated in Section C below are met, that:

- (a) Marmoleum Ohmex with Topshield pro and the recommended Forbo adhesive will perform in accordance with the version of Forbo's published Technical Data Sheets in effect on the date of original purchase,
- (b) Marmoleum Ohmex with Topshield pro and the recommended Forbo adhesive will be free from manufacturing defects, and
- (c) Marmoleum Ohmex with Topshield pro shall have a lifetime conductivity warranty as specified on Forbo's published Technical Data Sheet.

B. How Long Does the Warranty Coverage Last?

This limited warranty extends for thirty (30) years to the original Purchaser or End-User from the original purchase date from Forbo.

C. In Order For The Warranty Coverage To Apply:

1. the substrate on which the material will be installed must be prepared in accordance with the ASTM industry recommendations and Forbo's published Installation Guide in effect on the date of original purchase,
2. the material must be installed in accordance with Forbo's published Installation Guide in effect on the date of original purchase, using the recommended Forbo adhesive, and
3. the material must be maintained and cared for in accordance with Forbo's published Care Guidelines in effect on the date of original purchase.

D. What Will Forbo Do If The Conditions For Warranty Coverage Are NOT Met?

If all conditions for warranty coverage are not met, Forbo will only warrant the material to be free of manufacturing defects for ten (10) years.

E. What Should You Do If You Believe Forbo Flooring Products Have Failed To Conform With The Warranty?

1. As soon as possible after you discover a problem, but in any case no later than thirty (30) days after you discover a problem, and before any action is taken to change the condition of the affected floors, send your warranty claim to Forbo via Federal Express, UPS, or U.S. mail, with tracking and delivery confirmation, or via email and confirming telephone call, addressed as follows:

Forbo Flooring, Inc.

Attn: Product Support & Education Services / WARRANTY CLAIM
18 Maplewood Drive
Hazleton, Pennsylvania 18202
technical.na@forbo.com
570-459-0771

2. If there is a question on the conductivity of the flooring after testing has been performed by an accredited third party, an authorized Forbo employee may perform testing to confirm the performance of the flooring materials as specified on Forbo's published Technical Data Sheet.
3. The claim should include all of the following:
 - (a) your name and address, and both email and telephone contact information that Forbo can use to contact you about your claim,
 - (b) the location at which the floors were installed, the name of the company that sold you the flooring, the name of the installer, the date of installation, and the size of the installation,
 - (c) documentation of all pre-installation test results including but not limited to in-situ relative humidity testing, calcium chloride testing, pH testing, adhesive mat bond testing, and substrate porosity testing,
 - (d) photographs you have taken of the conditions, if any,
 - (e) the date on which you discovered the damage, and
 - (f) a reasonable description of the type, extent, and location of the damage.

F. What Will Forbo Do In Response To A Warranty Claim?

1. Forbo will contact you to confirm receipt of your claim and schedule a time for its representative to inspect and document the claimed warranty defect, and to perform testing if Forbo decides that testing is necessary to determine whether the conditions in Section C have been met and whether a warranty defect has occurred. It is a condition of Forbo's duty to remedy a warranty defect that you promptly permit Forbo to carry out an inspection and perform the testing that Forbo determines is appropriate.
2. If Forbo confirms that a warranty defect has occurred, that the warranty claim was submitted within one (1) year after the original purchase date, and that the defect was not discovered or reasonably discoverable by visual inspection before the flooring was installed, Forbo will, at its option, either:
 - (a) deliver to the Purchaser/End-User, free of charge, flooring material of the same kind as was originally purchased, or of a similar kind and quality to allow for replacement of the defective originally purchased flooring material, and reimburse the Purchaser/End-User for the reasonably documented costs of installing the replacement flooring material (but not the cost of removing or disposing of the defective flooring material) or
 - (b) refund the original purchase price paid to Forbo for the flooring products and materials.

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3. If Forbo confirms that a warranty defect has occurred, but the conditions in Section F.2 are not met, Forbo will, at its option, either:
 - (a) deliver to the Purchaser/End-User, free of charge, flooring material of the same kind as was originally purchased, or of a similar kind and quality to allow for replacement of the defective originally purchased flooring material at the Purchaser's/End-User's own cost or
 - (b) refund the original purchase price paid to Forbo for the flooring products and materials.

G. What Does This Warranty NOT Cover?

1. This Limited Warranty does NOT cover material which has been subjected to misuse, neglect, accident, abuse, undue or excessive wear or conditions of use other than those defined as normal. The Forbo Technical Data Sheet and Forbo Product Application Chart define normal use.
2. This Limited Warranty does NOT cover material which has not been installed, cleaned or otherwise maintained in accordance with Forbo's published guidelines in effect on the date of original purchase.
3. This Limited Warranty does NOT cover damage to flooring materials caused by anything other than the failure of the flooring product to perform in accordance with the Limited Warranty.
4. This Limited Warranty does NOT cover surface stains including those due to exposure of the flooring material to asphalt, driveway sealer, adhesives, carpet dyes, or floor care products other than those recommended by Forbo.
5. This Limited Warranty does NOT cover damage due to improper installation or floor care, undue wear and tear, burns, cuts, tears, scratches, scuffs, indentation damage caused by high heels, or damage due to rolling loads, improperly casted chairs, failure to use recommended floor protectors, extended direct exposure to sunlight, moisture, acid or alkaline substances, hydrostatic pressure damage from the subfloor, mold or mildew, installation over insufficient substrates, or differences in color between samples or photographs and the actual flooring.

H. Additional Important Legal Terms

1. This warranty is governed by and will be construed in accordance with the substantive laws of Pennsylvania, without regard to any of that state's conflict of laws principles that would require application of the substantive law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty.
2. **THE LIMITED WARRANTY DESCRIBED ABOVE IS FORBO'S SOLE WARRANTY ON FLOORING MATERIALS. ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE EXPRESSLY DISCLAIMED AND EXCLUDED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORBO ALSO MAKES NO EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.**
3. **FORBO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM WARRANTY DEFECTS IN FORBO FLOORING MATERIALS INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF PREMISES AND LOSS OF REVENUES OR PROFITS.**
4. **THE WARRANTY REMEDIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF FORBO FLOORING PRODUCTS TO COMPLY WITH FORBO'S WARRANTY FOR ANY OTHER CLAIMED DEFECTS IN FORBO FLOORING MATERIALS.**
5. **FORBO'S TOTAL, AGGREGATE LIABILITY FOR BREACHES OF THIS LIMITED WARRANTY OR FOR ANY OTHER CLAIMED DEFECT IN FORBO FLOORING MATERIALS IS LIMITED TO THE AMOUNT OF THE ORIGINAL PURCHASE PRICE OF THE FLOORING MATERIALS.**
6. All disputes arising from or in connection with this Limited Warranty, or its breach, or with respect to any defect in Forbo flooring products, and not amicably resolved, shall be decided solely by litigation in the Court of Common Pleas of Luzerne County, Pennsylvania or, if subject matter jurisdiction exists and either party timely elects, in the United States District Court for the Middle District of Pennsylvania, by trial to a judge sitting without a jury. As conditions of this Limited Warranty, the parties consent to personal jurisdiction and venue in these identified courts and waive any rights they might otherwise have to object to personal jurisdiction or venue or to transfer a proceeding to another venue.
7. **TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR IN CONNECTION WITH (A) THIS WARRANTY OR ITS BREACH, OR (B) ANY CLAIMED DEFECT IN FORBO FLOORING PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, BREACH OF WARRANTY, CONTRACT, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.**
8. As conditions precedent to commencing suit on this Limited Warranty, the Purchaser or End-User must submit a warranty claim to Forbo, and must give Forbo at least thirty (30) days' written notice, at the address shown in Section E.1, of its intent to sue. All actions arising from or in connection with this Limited Warranty must be brought within one (1) year after the Purchaser's submission of its warranty claim to Forbo.
9. If any product defect claims relating to Forbo flooring materials are brought against Forbo's affiliates, rather than Forbo itself, or if Forbo or any of its affiliates are sued for remedies in excess of those allowed by this Limited Warranty, Forbo and its affected affiliates will be entitled to recover their legal fees and costs incurred in defending against the claims in excess of those allowed by the warranty.
10. The Limited Warranty is not assignable or transferable, and may be enforced only by the original Purchaser or End-User.
11. The Purchaser and End-User are expressly cautioned that Forbo has not authorized and will not authorize any person, including, without limitation, any field representative, agent, employee, dealer, distributor or contractor to modify the terms of this warranty in any way. The warranty may be modified only in a writing signed by Forbo's Vice President.