

Forbo Limited Commercial Warranty

Marmoleum® Wall Panels

A. What Does Forbo Warrant?

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

- (a) Marmoleum® Wall Panels will perform in accordance with the version of Forbo's published Technical Data Sheet in effect on the date of original purchase and
- (b) Marmoleum® Wall Panels will be free from manufacturing defects.

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 adhesive type, 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 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 material, 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 Canada Corp.

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

2. 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 materials were installed, the name of the company that sold you the material, 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 material was installed, Forbo will, at its option, either:
 - (a) deliver to the Purchaser/End-User, free of charge, 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 material, and reimburse the Purchaser/End-User for the reasonably documented costs of installing the replacement material (but not the cost of removing or disposing of the defective material) or
 - (b) refund the original purchase price paid to Forbo for the materials.
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, 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 material at the Purchaser's/End-User's own cost or
 - (b) refund the original purchase price paid to Forbo for the materials.

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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 materials caused by anything other than the failure of the 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 material to adhesives, dyes, markers, or cleaning products other than those recommended by Forbo.
5. This Limited Warranty does NOT cover damage due to improper installation or care, undue wear and tear, burns, cuts, tears, scratches, scuffs, extended direct exposure to sunlight, moisture, acid or alkaline substances, mold or mildew, installation over insufficient substrates, or differences in color between samples or photographs and the actual material.
6. This Limited Warranty does NOT cover claims regarding Drying Room Yellowing / Ambering of Marmoleum®. While Marmoleum® and linoleum products are maturing in the drying stoves, a yellow cast, called "drying room yellowing" or "ambering" may appear on the surface. This yellow cast is caused by the oxidation of linseed oil and is TEMPORARY. It occurs intermittently and with varying intensity. It is most noticeable on blue and grey shades of material. When the material is exposed to light, the drying room yellowing will disappear. The process may take as little as a few hours in bright sunlight or longer with artificial light. Because this is a natural occurrence in the product, there is no set time frame for the yellowing to disappear. This is not a material defect. In regards to floor care, applying spray buff or mop on restorer to the material before the drying room yellowing disappears will make no difference; it will still disappear with exposure to light.

H. Additional Important Legal Terms

1. This warranty is governed by and will be construed in accordance with the substantive laws of the Province of Ontario, without regard to any of that province'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 MATERIALS. ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, UNINTERRUPTED USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. **THE WARRANTY REMEDIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF FORBO FLOORING PRODUCTS TO COMPLY WITH THIS LIMITED WARRANTY FOR ANY OTHER CLAIMED DEFECTS IN FORBO FLOORING MATERIALS.**
4. **FORBO'S MAXIMUM 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 MATERIALS.**
5. **SINCE FORBO'S MAXIMUM LIABILITY IS LIMITED TO THE ORIGINAL PURCHASE PRICE, FORBO SHALL NOT ASSUME LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING:**
 - (a) **DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR**
 - (b) **DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE OF PREMISES, LOSS OF REVENUES, LOSS OF PROFITS OR DELAYS IN PERFORMANCE.**
6. **THE ABOVE EXCLUSION OF LIABILITY FOR WARRANTIES, CONDITIONS, DAMAGES OR LIABILITY IN EXCESS OF THE ORIGINAL PURCHASE PRICE APPLIES TO ANY CLAIM BROUGHT AGAINST FORBO, REGARDLESS OF WHETHER (A) THE CLAIM RELATES TO THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE, USE, REPAIR OR REPLACEMENT OF ANY FORBO MATERIALS, (B) THE CLAIM IS BASED ON THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, OR (C) THE CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.**
7. All disputes with Forbo, including any dispute that relates directly or indirectly to this Limited Warranty or any defect in Forbo products shall be resolved solely by the courts of the Province of Ontario. As conditions of this Limited Warranty, Forbo, the Purchaser and End-User:
 - (a) irrevocably submit, attend and consent to the exclusive jurisdiction of the courts of the Province of Ontario,
 - (b) waive any right to object to the exclusive jurisdiction of the courts of the Province of Ontario,
 - (c) waive any right to rely on the doctrine of forum non-conveniens or to the otherwise argued that the Ontario courts are an inconvenient forum for the resolution of the dispute,
 - (d) waive any right to seek the transfer of any Ontario legal action to another jurisdiction,
 - (e) waive any right to trial by jury, and
 - (f) agree that any final order or judgment rendered by the courts of the Province of Ontario shall be conclusive and binding.
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. 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.