

5 Year Warranty

1. Coverage – Manufacturing Defect:

Resilient Armour warrants our RA4.5 system (product) to be free of manufacturing defects, within generally accepted standards of the Commercial Flooring Industry. This coverage warranty starts on the date the Product is shipped to you and lasts for one year.

2. Coverage – In-Use Defect:

If the Product is installed on the floor, it is warranted against visible wear-through of the wear layer and visual film graphic design when subjected to normal and ordinary use in a continually climate-controlled workshop environment. This in-use defect warranty starts on the date the Product is shipped to you and lasts for (5) five years of normal use. Additionally, this product is warranted only for use in controlled HVAC environments where there is a continual temperature range of between: 38 degrees to 96 degrees.

3. Terms and Conditions:

The Warranties Shall Be Subject To The Following Terms and Conditions:

If you have an approved warranty item, your remedy includes either replacement material, of same or similar quality and shipping costs to replace the defective Product based on the following schedule:

0 to 12 months:	Materials Replacement: 100%	Other Warranty Coverage:
13 to 24 months:	Materials Replacement: 75%	Adhesive Warranty: see warranty information from adhesive manufacturer. Adhesive warranty is not included in RA warranty coverage.
25 to 36 months:	Materials Replacement: 50%	
37 to 48 months:	Materials Replacement: 35%	Labor Warranty: See warranty information provided by your flooring contractor. Labor costs are not included in RA warranty coverage.
49 to 60 months:	Materials Replacement: 25%	
61 months and beyond:	Materials Replacement: 0%	

Warranty is only extended for replacement of materials for a period of five years following the Products delivery date to your delivery address. There is no materials or labor coverage extended for any warranty claim beyond five years.

The warranty period is not extended if repairs and/or replacement product is provided. This warranty is only extended to the customer who originally purchased the Product. This warranty does not extend to any subsequent owner or other transferee of the Product. Resilient Armour may update the Installation Manual for installing the Product at any time. You should reference the most current edition at the time of installing the Product.

If there is a non-payment of any invoice for materials, labor or any services contracted by customer, or if a lien is required to be filed to receive payment, all warranties are null and void.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. RESILIENT ARMOUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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4. Warranty Claims

To make a warranty coverage claim, you must send a written notice of a warranty claim to the following address with warranty claim form obtained from your primary sales representative and a copy of original purchase receipt that shows dealer name, address, purchase date, item, style number, quantity, material cost and labor cost.

warranty@resilientarmour.com

Upon receipt of the above notice, a representative will inspect the Product believed to be defective and decide whether there is warranty coverage. If at the sole discretion of either Resilient Armour or our manufacturing partner determines that there is warranty coverage, your warranty claim will be resolved as outlined. Resilient Armour or may condition warranty coverage on your cooperation.

5. Warranty Exclusions

This limited warranty does not cover any damage due to:

- Use of product is commercial office space, light industrial and interior environment use. Heavy industrial environments use should be discussed with RA representative for use and warranty coverage.
- Improper storage or handling of the Product prior to installation;
- Improper use of the Product;
- Improper Product installation based on the most current edition of the Installation Technical Manual;
- Improper Product maintenance;
- Bonding of RA panels to the substrate. See adhesive manufacturer for adhesive warranty.
- Failure to install the Product on or over the proper material (improper material includes, but is not limited to, gypsum underlayment, lightweight aggregate concrete with density less than 90 lbs. /cubic foot, particleboard, chip wood, pressboard, or similar materials);
- Excessive moisture, alkali or hydrostatic pressure, mold, and mildew in substrate;
- Flooding, standing water and temperature extremes;
- Exceeding the Product's pressure loads (e.g., indentation and point loading from wheels or high-pressure point equipment, etc.);
- Installation conditions or environments that are not maintained and as outlined in the Resilient Armour Installation Guidebook.
- Failure to properly protect the Product from equipment, machines and other items that would damage flooring surface.
- Failure to use or install proper protective matting at entryways, landings, and pivot points;
- Telegraphing of adhesive trowel lines, joint lines, and underlayment fasteners or similar products;

- Use of rubber tipped furniture legs, rubber, or steel-wheels, and mats or carpets with rubber or synthetic backing;
- Variations in color, surface texture and the finish of the Product consistent with the sample material and the photographic print reproduction;
- On-going work by other constructions trades;
- Failure to remove or clean sand or grit from the installed Product;
- Cuts, scratches, gouges, scuffs, punctures, tears, indentations, and burns;
- Stains or discoloration created by or resulting from, but not limited to, dyes, inks, non-approved adhesive or maintenance products, traffic-born contaminants, spills, tracked-in-matter (including asphalt, resins, driveway sealers), carpet crocking, sunlight, heat generation, or plasticizer migration; which occur in the normal course or use in, or
- External causes such as accidents, abuse, or other actions or events beyond Resilient Armour reasonable control.

6. IMPORTANT WARRANTY EXCLUSION and AGREEMENT:

To the fullest extent permitted by law; the Customer (dealership, general contractor, sub-contractor, architect, owner's representative, any and every party associated with the material selection and purchase of Resilient Armour products, adhesives, and installation services shall indemnify and hold harmless Resilient Armour, it's Owner's, Agents and Employees against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Work, provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omission of the Subcontractor, its subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Notwithstanding anything else contained herein, in no event shall Subcontractor be liable for lost profits, special or consequential damages."

7. IMPORTANT WARRANTY EXCLUSION and AGREEMENT:

Resilient Armour does not warrant this product as STF (slip, trip, and fall) proof. The Flooring Contractor, General Contractor, Property Owner and/or Specifier (i.e. Architect and/or Designer), agree to indemnify and hold harmless Resilient Armour, its ownership and employees from any lawsuit made by other regarding any STF or related claim.