



## TRIVERSA PRIME LIFETIME LIMITED WARRANTY

### WHAT IS COVERED:

Congoleum warrants that Triversa Prime will be free of manufacturing defects, will not wear out, will not stain, will not fade, will not rip or tear from normal household use, will not permanently indent from normal household use, and will not discolor from mold, mildew or alkali for as long as you own your floor.

If obvious visual defects are noted prior to installation, the customer must notify Congoleum. This warranty does not apply to products that are installed with visual defects. If Congoleum is notified of visual defects prior to installation, Congoleum will replace the defective product at no charge.

The Triversa Prime Limited Residential Warranty covers material for the time period indicated above and reasonable labor costs as published in RSMMeans® for five years if installation was paid for when the original floor was installed. After five years labor costs are not covered.

### GENERAL WARRANTY INFORMATION

Covers only first quality materials purchased after January 1, 2020.

Is not transferable.

Applies to normal residential applications only.

For a floor to “wear out” is defined as the absence of the wear layer and printed design due to normal household use.

Scratching is not “wear out”.

Only one replacement floor will be provided for staining, wear out, fading, scuffing, rips, tears or gouges. The replacement floor will not be warranted against future staining, wear out, fading, scuffing, rips or tears.

The indent warranty will only be covered if adequate furniture floor protectors are used. The size of the protector should be in proportion to the weight of the furniture; the heavier the item, the wider the floor protector should be.

### EXCLUSIONS | WHAT IS NOT COVERED

Problems due to improper installation, non-recommended subflooring or improper subfloor preparation, improper floor care and installation products, or failure to follow care and maintenance recommendations.

Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances or sliding of furniture without adequate protection, non-recommended rolling casters on furniture, rotating beater bars on vacuum cleaners, dropping of heavy or sharp objects, and damage or discoloration from burns or fire.

Problems due to extreme temperatures or fading from frequent exposure to sunlight.

Damage from the use of steam cleaners.

Color or design variations between samples and printed or digital images and actual material.

Problems due to excessive moisture or water leaks and floods.

Damage occurring during renovation or construction.

Using floor mats that are not labeled “non-staining”.

Labor on non-professionally installed floors.

### WARRANTY REMEDY

If your Congoleum floor fails to perform under the conditions of this warranty, you must notify Congoleum and permit an inspection of the product. Congoleum will at its option repair the defective area(s) or supply new Congoleum material of the same color, design, and grade, if available; if unavailable or discontinued, Congoleum reserves the right to select and supply

similar Congoleum materials. This does not preclude replacement for other reasons as deemed appropriate by Congoleum. After corrective action is taken on an existing defect, you will continue to receive the warranty coverage for the remaining period of your original warranty.

#### **HOW TO MAKE A CLAIM**

If you find a defect or other matter covered by this warranty, you should promptly notify the retailer who sold the floor covering material, or you may contact Congoleum directly. Notice of a claim under this warranty must be in writing and must include proof of purchase. The correspondence with the retailer or Congoleum should include the product purchased, the amount purchased, installation costs (if applicable) and the date of purchase.

If you submit your claim directly to Congoleum, Congoleum will contact you within 15 days of receipt of your claim to verify that the claim has been made.

You may submit your warranty claim directly to Congoleum at: Congoleum Corporation, Dept. C, 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ 08619.

#### **CONSEQUENTIAL OR INCIDENTAL DAMAGES**

The manufacturer excludes and will not pay consequential, indirect, incidental or special/putative damages under this warranty. By this we mean that the manufacturer will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples of consequential or incidental damages are: reimbursement for lodging, replacement of subfloors, trim moldings, disconnecting/reconnecting appliances, fixtures or cabinets, or moving of furniture/appliances.

#### **NO IMPLIED WARRANTIES**

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond this warranty.

#### **YOUR LEGAL RIGHTS**

This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Except for these other rights, the remedies in the above warranties state the limit of Congoleum Corporation's responsibility.

No representative, employee, or agent of Congoleum is authorized to modify or change the limited warranties stated herein.

The laws of the State of New Jersey shall govern the rights and duties of the parties under this agreement, and jurisdiction and venue is fixed in the State of New Jersey.

#### **CONTACT US**

If you have any questions regarding your new Congoleum floor, need additional maintenance information or require any other assistance, please call Congoleum Information at 609-584-3601, Monday through Thursday, 8:30 a.m. to 5:00 p.m. EST or visit our website at [www.congoleum.com](http://www.congoleum.com).

**Thank you for choosing Congoleum.**