



## ENDURANCE® SMARTLINK FIVE YEAR LIGHT COMMERCIAL LIMITED WARRANTY

### **What is covered:**

Congoleum warrants that its Endurance SmartLink products will not wear out and will not discolor from mold, mildew or alkali in light commercial applications during normal use for five years.

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.

This warranty covers material for five years and reasonable labor costs as published in RSMMeans® for one year if installation was paid for when the original floor was installed. After one year through three years 50% of reasonable labor costs will be paid if installation was paid for when the original floor was installed. After three years labor costs are not covered.

This warranty applies to quality one, current running line Endurance SmartLink patterns purchased after January 1, 2020 and installed in normal light commercial applications following Endurance SmartLink Installation Instructions.

This warranty is not transferable.

### **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 maintenance recommendations.

Change of gloss level, dulling, scratching, cutting, chipping, breakage or staining that occurs during or after installation as a result of improper use, maintenance or care. 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".

Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances or sliding furniture without adequate protection, rolling casters on furniture, appliance or plumbing leaks, rotating beater bars on vacuum cleaners, damage caused by heat from steam cleaning devices, dropping of heavy or sharp objects, and damage or discoloration from burns or fire.

Problems due to temperature as a result of heat producing appliances such as a refrigerator or range, or hot air registers emitting direct flow of heat in excess of 120°F which, even intermittently, can scorch, burn, discolor, or fade your floor. Cigarettes, matches and other very hot objects can also damage your floor.

Fading from prolonged exposure to direct sunlight.

Problems due to installation in unheated rooms.

Color or design variations from samples and literature.

Problems due to excessive moisture or water leaks and floods.

Damage occurring during renovation or construction.

Rips, tears, gouges or indentations that occur during or after installation as a result of improper use, maintenance or care.

If a replacement of your floor is required due to mold, mildew or alkali staining, discoloration or other damage caused by mold, mildew or alkali, the replacement floor will not be warranted for conditions caused by mold, mildew or alkali.

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.**