

Smart Hardwood

TORLYS Everest^{XP}

**15-Year Commercial Warranty
Wear, No Gapping, Structural Integrity**

This warranty is non-transferable and covers approved, interior, non-industrial product applications, as detailed below. Please note that this warranty is valid from the date of purchase as shown on the TORLYS Dealer invoice. Labour charges or similar costs are not covered by this warranty.

These warranties are valid only if proper installation (including the use of TORLYS' recommended underlayment products, if / when required), and maintenance procedures are followed. Check with TORLYS Inc. (1-800-461-2573 or www.torlys.com) for detailed information.

1. Wear-Through Warranty

This is restricted to wear on the surface of the boards. The wear must be readily visible and cover a minimum of 5% of the installed floor. Gloss reduction is not considered wear.

2. No Gapping Warranty

TORLYS Everest^{XP} hardwood floors are engineered to minimize gapping that can occur in natural floors with seasonal fluctuations. Minor gapping (up to 0.2mm or 0.01 inches), without the unlocking of the planks, may occur and is not considered a defect.

Note: the most frequent causes of excessive gapping are:

- Not meeting the required use of expansion joints (see installation instructions)
- Floor being pinned down by mouldings incorrectly installed, i.e., floor being pinned down by nails or glue
- Joints not properly clicked together, or debris caught in the joints
- Extreme dryness conditions (below 30 R.H.)

Important: gaps/open joints on TORLYS Everest^{XP} can be closed with the use of the TORLYS Bulldog® Tool.

3. Structural Integrity Warranty

TORLYS guarantees that TORLYS Everest^{XP} hardwood floors are free from manufacturing defects and warrants the structural integrity of the floor including stability and delamination.

***NOTE:** the above warranties are “pro rata”. A “pro rata” warranty decreases as the respective warranty period progresses, i.e., the warranty is reduced proportionally to the amount of time that you own it.

This warranty is applicable to installations in the following commercial areas:

- Small private offices
- Hotel rooms, non-healthcare consultation rooms
- Boutiques
- Cafes

This warranty is NOT applicable to installations in Heavy Commercial or Industrial areas such as but not limited to large offices, retail stores, transportation terminals, operating theatres in healthcare environments, bars, pubs, restaurants, food preparation areas or other areas exposed to machinery or chemicals.

In case of doubt about a specific type of location please contact TORLYS at 1-800-461-2573.

Exclusions:

The following are expressly excluded from the present Warranty:

1. Defects or damage caused by installation that does not comply with TORLYS recommended installation procedures (for details please check our web page at www.torlys.com). Any failure as a result of improper installation is the sole responsibility of the flooring contractor and/or installer.
2. Installation in areas designated or used for multi-purpose activities, including but not limited to: fitness classes, athletic activities, assemblies, events involving movable furniture, or any space subject to frequent reconfiguration, rolling loads, or impact loads.
3. Damage due to improper maintenance. Refer to the TORLYS Maintenance Instructions or contact TORLYS Inc. (1-800-461-2573) for recommended products.
4. Unapproved modification or repair, accidents, or misuse.
5. Damage due to exposure to excessive heat, wetness, or dryness. It is recommended that relative humidity in a commercial space remain in the healthy range of 30–60% throughout the year. Keeping humidity within this range may require the use of a dehumidifier or a humidifier depending on the climate conditions.
6. Damage caused by direct or concentrated sunlight/heat.
7. This Warranty does not cover splits, warping, soiling, or damage that result from abusive conditions, or accidents, such as, but not limited to, severe impact, scratching, cutting, or the use of items such as inline skates, roller skates, stiletto heels, golf shoes, or pets.
8. Damage from improper castors or wheels, or inadequate floor protection for rolling loads.
9. Replacement of materials, which have been installed, and that contain visual defects.
10. Uninstalled material with visual or other defects, that does not exceed 5% of the total quantity shipped.
11. Dissatisfaction with colour, shade or texture variations from samples or printed colour illustrations. Colour, texture, or gloss variations resulting from repairs and/or adding on to an existing installation.
12. Damages such as stains, scratches, gouges, scuffs, punctures, tears, fading, indentations and/or burns that result from a lack of proper floor protection; improper storage or incidents such as fire, flood or plumbing leaks.

Note: Sliding heavy furniture or appliances may permanently damage your TORLYS Smart Floor.

13. Damage caused by water or moisture trapped beneath the floor.
14. Problems caused by moisture, mildew, alkaline substances, or hydrostatic pressure.
15. This warranty only applies to TORLYS Everest^{XP} hardwood floors sold as first quality products.
16. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the floor.

TORLYS Claim Process

In the case of a claim, notify the dealer who sold you the material within 30 days of noticing the concern. If not registered, you must supply proof of purchase.

Once the dealer verifies the claim, a TORLYS representative will be notified and, if necessary, an inspection will be arranged. If you are unable to contact your dealer or are not satisfied with the dealer's recommendation, please contact TORLYS at 1-800-461-2573.

If a product defect is verified, TORLYS will arrange with the respective dealer for the repair of the defective product or for the supply of enough product to replace the defective portion of the floor. If the floor needs to be replaced partially or in full, the replacement material will be the same design and coloration as the original. If the original flooring is no longer available, then other TORLYS flooring products of similar type and of equal or higher value will be supplied. TORLYS will supply replacement material one time during the life of this warranty.

Disclaimer

TORLYS Inc. excludes and will not pay consequential damages (any loss of time, inconvenience, expenses, costs, etc.) under this warranty. Repair or replacement of flooring material is the sole remedy. This warranty does not include the cost of labour, installation charges or similar costs.

TORLYS Inc. offers no warranty, express or implied, other than the one described herein; including any warranty of merchantability or suitability of the product for a particular purpose, and no other remedies shall be available except for those provided herein. This warranty shall not be deemed to have failed in its essential purpose while TORLYS Inc. is willing to repair or replace defective goods.