



Floating Flooring System 10-Year Limited Warranty

This warranty is valid only when product is purchased from an authorized SnapSys[®] retailer

- I. 10 Year Limited Warranty. Subject to the following limitations, restrictions, exceptions and exclusions, **CoMc, LLC** (the "Manufacturer") warrants to the original consumer who purchases any SnapSys[®] Floating Flooring Systems (the "Flooring Products") from an authorized SnapSys[®] retail dealer (the "Original Purchaser") that all such Flooring Products which are installed in an interior residential application will, for a period of ten (10) years following the date of purchase (the "Warranty Period") conform, under normal use and service, to the following criteria:
 - A. The tiles which are a part of the Flooring Products will remain properly seated in their trays;
 - B. The interlocking tabs will be free from defects in materials or workmanship which interfere with proper connection and can be engaged and disengaged at least ten (10) times; and
 - C. The tiles and the tray will not delaminate following installation.
- II. Limitations on Warranty Coverage. This Limited Warranty only applies to the Original Purchaser and then only to Flooring Products that have been installed for interior residential applications by the Original Purchaser.
- III. Restrictions on Transfer or Assignment. THIS LIMITED WARRANTY MAY NOT BE TRANSFERRED OR ASSIGNED TO ANY THIRD PARTY. As such, this Limited Warranty does not apply to any Flooring Products that a third party may purchase or otherwise acquire from the Original Purchaser or any Flooring Products that have been installed by the Original Purchaser at a site which is subsequently purchased or acquired (in whole or in part) by any third party.
- IV. Exceptions for Obvious Defects. This Limited Warranty does not cover manufacturing defects or naturally occurring conditions that are capable of being observed by visual inspection prior to installation, such as: tiles which exhibit blistering or bubbles; tiles that are cracked or chipped; and/or tiles that are not properly seated in trays (collectively, "Obvious Defects"). The Original Purchaser has an obligation to visually inspect all Flooring Products prior to installation to assure that they are free of Obvious Defects.
- V. Exclusions. This Limited Warranty does not apply to:
 - (a) Any Flooring Product that is removed from the site at which it was originally installed;
 - (b) Any Flooring Product that has not been installed, used and/or repaired in conformity with all applicable SnapSys Interloc[®] installation/use instructions;
 - (c) Any Obvious Defects that were capable of being observed by visual inspection prior to installation as referenced in paragraph IV above;
 - (d) Any scratches, chips, cracks or other signs of age or wear which occur after the original purchase date, regardless of whether they occur during or after installation; and/or
 - (e) Any damage arising from:
 - (i) Accidents, abuse or misuse, including, but not limited to any damage caused by the Original Purchaser or any third party;
 - (ii) Exposure to extreme relative humidity or temperatures, below 32° or in excess of 100°F, either before, during and/or after installation;
 - (iii) Improper transport, storage or maintenance;
 - (iv) Excessive moisture or flooding; whether by natural causes, plumbing failures, leaks from household appliances, mechanical failures or urine; and trapped water underneath the floor arising out of, or in connection with, any condition of the subfloor; and/or
 - (v) Damage as a result of impact caused by falling objects.

WHAT MANUFACTURER WILL DO

Should any Flooring Product be found not to conform with the 10 Year Limited Warranty as set forth above at any time during the Warranty Period, then in that event, the Manufacturer, at its discretion, will provide the material required to repair and/or replace the Flooring Product to the extent the same is covered by this Limited Warranty and make a good faith effort to provide material that is reasonably compatible in terms of color and shade. No labor costs will be paid.

WHAT THE ORIGINAL PURCHASER MUST DO

To make a claim under this Limited Warranty, the Original Purchaser must: (i) contact the Manufacturer prior to the end of the Warranty Period; and (ii) must provide the Manufacturer with proof of purchase which shows the date on which the Flooring Products were purchased by the Original Purchaser. Note: the return of a warranty registration is not proof of purchase and is not required for coverage by this Limited Warranty.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE ORIGINAL PURCHASER AND THE EXCLUSIVE LIABILITY OF COMC, LLC WITH RESPECT TO ANY FLOORING PRODUCTS WHICH DO NOT CONFORM TO THE LIMITED WARRANTY AS SET FORTH HEREIN. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE MANUFACTURER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, PRACTICE, OR OTHERWISE WITH RESPECT TO ANY FLOORING PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.

EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH ABOVE, THE LIABILITY OF THE MANUFACTURER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE FLOORING PRODUCT AND THE MANUFACTURER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, THE INJURY OR DEATH TO ANY PERSON, ANY DAMAGES TO OR LOSS OF USE OF PROPERTY, OR ANY DAMAGES OR LOSS OF PROFITS OR REVENUES.

This Limited Warranty gives you specific legal rights. No agent, dealer, employee or representative of the Manufacturer nor any installer, fabricator, contractor or other person is authorized to modify this Limited Warranty in any respect. The invalidity of all or a part of any of the provisions of this Limited Warranty shall not affect or invalidate any other provision of this Warranty. Questions about this Limited Warranty may be directed to the Manufacturer,