

# 10 Year Limited Warranty



CoMc LLC, warrants our Avaire modular tile to the original consumer purchaser, under normal use and service, against the stated covered conditions and for the stated warranty periods. This warranty is extended for the specified period after the date of purchase by the original consumer purchaser and only is extended to, and may only be enforced by, that person. THIS WARRANTY IS NOT TRANSFERABLE. This warranty only applies to Flooring Product which has been installed in a residential and/or commercial application and remains installed at that original installation location.

CoMc, LLC warrants its flooring products for light to medium commercial non-industrial interior flooring applications to the original purchaser, under normal use and service, against the stated warranty coverages and for the stated warranty periods. This warranty is expressly conditioned upon submission of proof of date of purchase.

## **COVERED CONDITIONS**

- Tiles are properly seated in the trays
- The interlocking tabs do not have defects which interfere with proper connection
- The interlocking tabs can be engaged and dis-engaged at least 10 (ten) times
- The tile and tray will not delaminate

## **EXCLUSIONS**

1. This warranty shall not apply to damage and/or failure arising from any of the following:
  - a. accidents, abuse or misuse;
  - b. exposure to extreme temperatures or extreme relative humidity;
  - c. failure to install or use the flooring product in accordance with CoMc LLC Installation Instructions;
  - d. improper maintenance;
  - e. excessive moisture or flooding, either 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 sub-floor or improper pad (incidental topical moisture such as from wet feet or occasional liquid spills is not excluded); and
  - f. damage as a result of impact caused by falling objects.
2. No claims for shade, appearance, caliper, finish or obvious defects will be accepted after the flooring product is installed.
3. CoMc, LLC makes no warranty as to the suitability of its tile for installation for any particular purpose or location and it does not warrant that its tile will not scratch, chip, crack or show signs of wear. CoMc, LLC specifically excludes liability for consequential or incidental damages resulting from breach of its warranty except where exclusion of consequential damages is not permitted by applicable State law..

This warranty shall be void and of no further force or effect if any of the following events occur:

1. the product is removed from the original place of installation;
2. sale of the home or location where the product was originally installed; and
3. unauthorized repairs to the product.

\*All flooring purchased via the internet is covered under warranty for a period of 1 year for residential applications. It is not covered under warranty for commercial applications.

### **WHAT CoMc LLC WILL DO**

If a Flooring Product is found not to have performed as warranted during the specified warranty period:

1. For warranty claims made during the first year after date of purchase:
  - a. If the Flooring Product was installed by a professional installer, CoMc LLC will pay the reasonable material and labor costs to repair or replace, at its option, the warranted product.
  - b. If the Flooring Product was not installed by a professional installer, CoMc LLC will provide material for the repair or replacement, at its option, of the warranted product and no labor costs will be paid.
2. For warranty claims made after the first year of purchase and up to the warranty period:
  - a. If the Flooring Product was installed by a professional installer, CoMc LLC will pay a percentage of the reasonable material and labor costs for repair or replacement, at its option, of the warranted product. This percentage will be based on the number of years from the date of purchase and the remaining warranty period for the particular product. For example, on a residential installation of our Choice product (10 year warranty), CoMc LLC will pay 6/10 or 60% of the reasonable material and labor costs on an approved claim submitted 4 years after the date of purchase.
  - b. If the Flooring Product was not installed by a professional installer, CoMc LLC will pay a percentage of the reasonable material costs only for the repair or replacement, at its option, of the warranted product. As described above, this percentage will be based on the number of years from the date of purchase and the remaining warranty for the particular product, up to 10 years after date of purchase, but no labor costs will be paid or included in the percentage calculation.

### **WHAT YOU NEED TO DO**

To make a claim under this warranty, the original consumer purchaser shall contact the retailer from which the flooring product was purchased. All warranty claims will be processed through this retailer. The original consumer purchaser must provide proof of date of purchase. The return of a warranty registration card is not required for warranty coverage and is not proof of purchase.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE EXCLUSIVE LIABILITY OF CoMc LLC. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN. CoMc LLC SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE ORIGINAL CONSUMER'S PURCHASE. CoMc's LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. No agent, dealer, employee or representative of CoMc LLC nor any installer, fabricator or other person is authorized to modify this 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 Limited Warranty. Questions about this warranty may be directed to CoMc LLC, 13423 F Street, Omaha, NE 68137 or visit our website at [www.avairefloors.com](http://www.avairefloors.com).