

TOLI® Limited Product Warranty



TOLI North America ("TNA") warrants select TOLI products, purchased as first quality ("Products"), to be free from defects in material and workmanship, for the stated period from the date of invoice to the original purchaser ("Buyer"). TNA's sole obligation under the foregoing warranty shall be to supply equal or similar value material to repair or replace, at TNA's option, the defective material according to the following schedule:

Mature® AdVantage®

15 Year Limited Warranty

Year 1	100% of Defective Material Cost plus Reasonable Labor
Year 2	100% of Defective Material Cost plus 50% of Reasonable Labor
Years 3-5	100% of Defective Material Cost
Years 6-10	50% of Defective Material Cost
Years 11-15	25% of Defective Material Cost

FasolPlus® / Terraline® / Linotesta® AdVantage / Strataline® AdVantage / Dynamic Stone AdVantage™ / Kareina Asento® / Floorleum Plain AdVantage / Hitoe AdVantage / iNStride Versa / RC-DC / Exchrome®

10 Year Limited Warranty

Year 1	100% of Defective Material Cost plus Reasonable Labor
Year 2	100% of Defective Material Cost plus 50% of Reasonable Labor
Years 3-5	100% of Defective Material Cost
Years 6-10	50% of Defective Material Cost

Remedies and Limitation of Liability: Any claim alleging a breach of this warranty shall be submitted in writing to TNA within thirty (30) calendar days after such breach is, or reasonably should have been, discovered. TNA shall be entitled to investigate and confirm any claimed warranty breach, prior to agreeing to extend the remedies provided for herein. Determination of any defects remains TNA's sole responsibility. All warranty confirmation will be in writing from TNA. No oral representation of warranty or confirmation of defects can be made by any TNA representatives, its distributors, agents, contractors or any other parties.

No Liability for Consequential or Indirect Damages: In no event shall TNA or its representatives be liable for indirect, special, consequential, incidental, exemplary, punitive, or enhanced damages of any kind, no matter what the cause and regardless of foreseeability. This includes but is not limited to removal and replacement of floors or subfloors, trim, molding, furniture, equipment or fixture moving, overtime, business interruption, loss of use, date or profits, arising out of or in connection with this contract or the use or performance of TNA products, whether in an action for contract or tort (including negligence) or otherwise.

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THIS SECTION SETS FORTH THE OWNER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

This warranty excludes, amongst others:

- Material not installed in accordance with TOLI NORTH AMERICA's (TNA's) written installation instructions and guidelines at the time of installation;
- Material not installed with TNA's published adhesive recommendations, noting that the installing contractor is responsible for proper TNA adhesive selection;
- Material not maintained in accordance with TNA's published maintenance instructions;
- Material installed in areas not recommended in writing by TNA;
- Color deviations from samples and/or printed color illustrations;
- Shading or texture variations in products;
- Wear surface abrasion and gloss reduction from use;
- Labor costs incurred from installing products with obvious defects;
- Problems caused by excessive moisture, alkali, or hydrostatic pressure in substrate;
- Damage due to pointed objects, gouges, burns, stains, cuts, scratches, scuffs, including damage from high heel shoes, lack of proper floor protectors and furniture rests, staining caused by tracked-in foreign matter, including but not limited to asphalt, resins, driveway sealers, or oil drippings, and discoloration caused by carpet crocking, dyes, sunlight, heat generation, mildew, or plasticizer migration;
- Any labor costs if professional commercial flooring installation was not paid for when the original floor was installed;
- Damage caused by Acts of God.

The maximum monetary amount for which TNA shall be liable to any person whatsoever arising out of or in connection with any sale, use or other employment of any TNA products delivered to Buyer hereunder, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall not exceed the actual amount paid to TNA for the particular Product(s) delivered hereunder which gave rise to the claim; together with the stated portion of reasonable labor for installation, as determined by TNA.

No fabricator, installer, agent or unauthorized employee of TNA is entitled to assume any liability on behalf of TNA relating to the sale of this product, deviation from published installation instructions, or has the authority orally to increase or alter the obligations or limitations of this warranty except in writing signed by an authorized employee of TNA.

THIS EXPRESS, LIMITED WARRANTY IS IN LIEU OF, AND TNA HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF PERFORMANCE, OR COURSE OF DEALING, OR OTHERWISE.