



# WARRANTY GUIDE

ESPC

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## **REPLACEMENT/REPAIRS**

USGH Inc. reserves the right to repair any floor and/or to use its own source to obtain an installer for replacement flooring. If USGH Inc. repairs or replaces a floor as a result of a warranty claim, it is the customer's responsibility to be clear, at their own expense, any items placed over the affected areas subsequent to the original installation. In the event that USGH Inc. repairs a floor, this warranty shall remain in effect with respect to such floor.

## **EXCLUSIVE LIMITED WARRANTY**

USGH Inc. provides a Limited Life Time Warranty. ESPC product is free of any manufacturing defects. If such products are found to be defective, USGH Inc. will supply new products of the same or similar style, size, color, grade and gauge for repair or replacement of the defective area and will pay reasonable labor cost if it was professionally installed. Non defective products that were damaged by improper installation would not constitute a valid claim under this Limited Warranty. USGH Inc. reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

## **PRE-INSTALLATION LIMITED WARRANTY**

USGH Inc. warrants that this product is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. USGH Inc. will not be responsible for any claim for product installed with visual defects.

## **WEAR LIMITED WARRANTY**

ESPC Flooring is protected with a wear layer. USGH Inc. warrants that there will be no wear-through of the wear layer for the amount of years indicated for the specific product. "Wear-through" means complete loss of the wear layer so that the printed layer is changed or affected. This Limited Warranty only applies provided the recommended installation and maintenance procedures are followed. For complete details on the USGH Inc. Limited Warranty and installation instructions and maintenance recommendations, please contact your USGH Inc. specialty retailer.

## **EXCLUSIONS TO LIMITED WARRANTY**

- Dissatisfaction due to improper installation or maintenance. For additional information for proper installation and maintenance, please review the information on the product packaging.
- Damages resulting from misuse or abuse including, but not limited to, scratches, cuts, burns, stains, indentations, improper or insufficient maintenance, and lack of proper floor protector.
- Floor products sold as irregulars or second quality which is sold "as is".
- Damages or failure of floor to adhere to subfloor resulting from excessive moisture, alkali and / or hydrostatic pressure.
- Color variations between samples or printed illustrations and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based polishes or cleaners, or asphalt tracked in from driveways or parking lots.
- Reduction of gloss from use.

- Residential or Commercial installations with heavy wheeled vehicle traffic that permanently indents, or damages the flooring.

This limited warranty is made solely to the original purchaser of ECPC products and is not transferable under any circumstances. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent, or any other person, is authorized to assume for any additional liability or responsibility in connection with these products. Consequently, agents, employees, distributors, and dealers are not authorized to make modifications to this limited warranty, or additional warranties. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties and should not be relied upon.

IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY CASE, COMPANY SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF USGH OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **WARRANTY OWNER**

This Warranty applies only to a resident homeowner who is the original purchaser of the ESPC floor products, not to any subsequent homeowner. For details please contact our customer support department. This warranty shall not include loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or re-installation of the affected material, and any other incidental or consequential damages.

