

Product Collection Name: Everlife - Rigid Core Multilayer LVT

Product Form: Vinyl Tile

## **WARRANTY**

MSI warrants to the original purchaser that its Everlife Rigid Core Multilayer LVT is free of manufacturing defects from the date of purchase for the length of time specified for the product. A defect is defined as shortfall in the product to perform to specifications as disclosed in the product or trade literature and within industry allowable tolerance. The warranty also states that for the length of the warranty the wear layer will not wear through under normal use. The warranty applies to the original purchaser only and is non-transferable.

<u>Cyrus</u> - 5mm/12mil = lifetime residential, 6 year light commercial. <u>Prescott</u> - 6.5mm/20mil = lifetime residential, 10 year light commercial, 5 year commercial.

This warranty is the sole warranty extended for this product. The warranty does not cover:

Improper Installation: Noncompliance with installation guidelines as set forth by MSI. This includes issues relating to installing the wrong product, unsuitable sub-floor, improper conditioning of jobsite and flooring material, technique, improper adhesives, exposure to extreme temperatures and sunlight during installation, etc.
Improper Use or Abuse: Includes issues from mishandling the product, physical or chemical abuse, improper care and maintenance, leaks from appliances and plumbing, high heels, pet nails, mats or area rugs constructed of rubber or PVC, installing residential product in a commercial environment, etc.
Fading or discoloration or other damage due to excessive temperatures or sunlight.

MSI disclaims any and all other warranties, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Everlife is a manufactured product, and is subject to variations due to an inherent variability in raw materials and production processes. Certain tiles may have higher levels of variations. All material should be inspected prior to installation. Visual defects or nonconformities apparent prior to installation will void this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 30 days of defect discovery will void this warranty.

MSI's liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB MSI facility or, at MSI's option, refund of the purchase price of such defective goods. If product is unavailable or discontinued, MSI reserves the right to select and supply similar material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property.

Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out the sale of this tile must be filed within 12 months from the date of MSI's alleged breach. Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against M S International Inc.

This warranty gives you specific rights and you may also have other rights, which vary from state to state.

For additional information about this product collection, please refer to www.msisurfaces.com or contact the dealer.

All inquiries concerning the above may be sent to:

Flooring installed on stairs.

MSI 2095 N Batavia St, Orange, CA. 92865