

Warranty

# Liberty Plus 10+2 FLOORING LIMITED WARRANTY

This Limited Warranty applies to Liberty Plus 10+2 floors purchased after October 1, 2022.

## CONGRATULATIONS ON THE PURCHASE OF YOUR NEW FLOOR!

CHESAPEAKE Products<sup>®</sup> is a leader in the flooring industry with a family of strong brands serving the residential and commercial markets. With decades of experience in award-winning design, innovation, product development, manufacturing, and service, we strive to improve the quality of people's lives through great products and a deep commitment to outstanding customer service. Our mission is to create beauty that lasts for generations, and we want your flooring to be a part of that mission.

Throughout this document, references to "we," "us," "our," "CHESAPEAKE" or "CHESAPEAKE Products" mean CHESAPEAKE, LLC dba CHESAPEAKE Products. References to "you" or "your" mean the original retail purchaser/end user of the solid hardwood or engineered- hardwood flooring product. Your Liberty Plus 10+2 flooring product will be referenced as the "floor", "flooring", "product", "products" or some combination thereof. The term "Limited Warranty" is singular but encompasses any and all coverages provided for herein.

CHESAPEAKE flooring can be and is used in residential and commercial settings. Within each section/paragraph of this Limited Warranty, it states whether the information in that section applies only to "Residential Installations," only to "Commercial Installations" or to both "Residential & Commercial Installations."

# WARRANTY OWNER

RESIDENTIAL & LIGHT COMMERCIAL INSTALLATIONS

This Limited Warranty <u>extends only to the original end-use</u>r. Our warranties are NOT TRANSFERABLE.

# WHAT IS COVERED BY THIS LIMITED WARRANTY?

RESIDENTIAL INSTALLATIONS

For residential installations, CHESAPEAKE warrants its regular (first quality) floor products, so long as the product is installed according to the installation instructions and the approved application listing, to be free from manufacturing defects as of the date of purchase and for the time period set forth below in the "Liberty Plus 10+2 Flooring Limited Warranty Periods" section of this document. Please see the "Liberty Plus 10+2 Flooring Limited Warranty Periods" section to review the Limited Warranty Period for your specific brand/product.

The flooring product:

- Will not contain manufacturing defects.
- The design layer of the floor will not stain, wear through, or fade from normal sunlight or artificial lighting under normal use conditions in a dry indoor residential setting. \*
- The design layer of the floor will resist permanent staining caused by pet urine from dogs and cats when the floor is thoroughly cleaned when you follow the recommended cleaning and care practices within 72 hours.\*\*
- The floor will resist water damage due to moisture from normal use conditions (cleaning and water spills, including pet accidents) when you follow the recommended cleaning and care practices and when spills are removed within 72 hours.\*\*\*

### COMMERCIAL INSTALLATIONS

For commercial installations, CHESAPEAKE Products warrants its regular (first quality) floor products, so long as the product is installed according to the installation instructions and the approved application listing, to be free from manufacturing defects as of the date of purchase and will not stain, wear through the wear layer resulting in damage of the printed image, or fade from normal sunlight or artificial lighting or stain under normal use conditions in a light commercial setting for the time period set forth below in the "Chesapeake Liberty Plus 10+2 Limited Warranty Periods" section of this document. *Please see the "Chesapeake Liberty Plus 10+2 Limited Warranty Periods" section to review the Limited Warranty Period for your specific brand/product*.

What commercial applications are recommended for CHESAPEAKE products? Durability, ease of installation and care make many of our residential product's great options for light commercial and small commercial applications. When choosing a floor, consider the space where it will be installed and select a wear layer and visual that will withstand to the expected level of foot traffic. Guidelines are included below. If you have questions about a specific application, please contact your CHESAPEAKE flooring representative prior to purchase or installation.

### Non-intended Applications

- · Anywhere commercial cleaning machines will be used
- Assisted-Living (Floating Application)
- Large commercial applications (education/institutional, hospital/health care, large retail, office, hospitality).



# Warranty

# WHAT DOES "WATERPROOF - PETPROOF" MEAN?

For purposes of this Limited Warranty, we warrant that the waterproof flooring, if exposed to topical liquids (including pet accidents) for no more than 72 hours, will not leak through the joints and edges of the product and the product will not swell, buckle, cup, crack or lose integrity.

In the case of standing water or flooding, waterproof hardwood flooring will <u>not act as a waterproofing barrier for and will not protect the subfloor and/or any</u> <u>surrounding structure</u>. Moisture can penetrate subflooring from the bottom up, by going through the expansion joint(s)/perimeter of the floor, and/or by going through the walls; this Limited Warranty does not cover such infiltration. See

the "What is Not Covered By This Limited Warranty" section below for further explanation of what is excluded from the term "waterproof" and this Limited Warranty.

## WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

**RESIDENTIAL & COMMERCIAL INSTALLATIONS** 

- Damage caused by fire, flooding, exposure to standing water and/or intentional abuse.
- Damage caused by moisture to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the structural integrity or dimensional stability of the floor plank or tile.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture (except as indicated in the "What will CHESAPEAKE Products Do if Any of the Above Happens?" section herein). While moisture will not affect the structure of the plank or tile when excessive moisture accumulates (and in particular remains undiscovered or unaddressed) mold and/or mildew growth can occur.
- Flooring that is installed outdoors.
- Damage caused by vacuum cleaner beater bar, rolling caster wheels, and cutting from sharp objects. When vacuuming, we recommend using the wand attachment on your vacuum.
- Indentation or damage from improper loads including high heels; spiked shoes; rolling loads; and/or chairs or other furniture not having floor protectors.
- Damage caused by abuse such as moving appliances across the floor without adequate protection. To protect your floor from scuffing and tears when moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it.
- Loss of gloss/scratching.
- Minor color, shade or texture variations between samples or printed color photography and the actual material.
- Floors that are graded "irregular" or sold "as is" without warranty.
- Workmanship, as described below.

# WORKMANSHIP

#### **RESIDENTIAL & COMMERCIAL INSTALLATIONS**

CHESAPEAKE does not warrant your or the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. We recommend that your Liberty Plus 10+2 flooring be professionally installed by contractors who have demonstrated expertise in installing this type of flooring for residential/commercial use.

# WHAT IS EXCLUDED FROM THIS LIMITED WARRANTY?

**RESIDENTIAL & COMMERCIAL INSTALLATIONS** 

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY; PROPERTY DAMAGE; DAMAGE TO OTHER PROPERTY; ANY DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING; DIMINUTION

IN PROPERTY VALUE; COSTS OF RENT OR MOVEMENT OF FURNITURE; THE REMOVAL OR REPLACEMENT OF MOLDINGS, CABINETS AND/OR FIXTURES; RETAIL MARKUPS; INSTALLATION OR LABOR PROVIDED BY OTHERS; OR SUPPLEMENTAL COSTS AND OTHER ADDITIONAL EXPENSES, INCLUDING BUT NOT LIMITED TO, RELOCATION DURING THE REPAIR PROCESS SUCH A S HOTEL, MEALS, OR MOVING AND STORAGE OF FURNITURE, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF SUCH DAMAGES. THIS LIMITED WARRANTY CONSTITUTES THE ONLY EXPRESS WARRANTIES FOR THE PRODUCT PURCHASED.TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON- CONSUMER PRODUCT(S), ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY AND TO THE EXTENT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL O R CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.



# Warranty

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Unless otherwise precluded by law, this Limited Warranty shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any of its conflicts of laws provision

None of our retailers, distributors, installers, or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under this or any of our warranties.

# WHAT WILL WE DO IF A COVERED WARRANTY EVENT OCCURS?

RESIDENTIAL INSTALLATIONS AND LIGHT COMMERCIAL INSTALLATIONS

If a covered event should occur within the specified Limited Warranty Period for the applicable flooring product, CHESAPEAKE Products will furnish comparable CHESAPEAKE flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor, at CHESAPEAKE's option. And, if your floor was professionally installed, CHESAPEAKE Products will also pay reasonable labor costs for the direct repairs or replacement. *Within One Year:* 

If a defect covered by this Limited Warranty is reported to CHESAPEAKE in writing within one year of purchase, CHESAPEAKE will supply new material of the same or similar grade sufficient to repair or replace the defective material. CHESAPEAKE will also pay reasonable labor costs.

#### Within Two Years:

If a defect covered by this Limited Warranty is reported to CHESAPEAKE Products in writing after one year but within two years of purchase, CHESAPEAKE Products will supply new material of the same or similar grade sufficient to repair or replace the defective material. CHESAPEAKE Products will also pay fifty percent (50%) of the reasonable labor costs.

### After Two Years:

If a defect covered by this Limited Warranty is reported to CHESAPEAKE in writing after two years but within the specified Limited Warranty Period for the applicable flooring product, CHESAPEAKE will supply new material of the same or similar grade sufficient to repair or replace the defective material. CHESAPEAKE Products will not pay labor costs.

CHESAPEAKE Products will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.

## WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

## RESIDENTIAL & COMMERCIAL INSTALLATIONS

We want you to be happy with your CHESAPEAKE floor. If you're not, call your retail store. The retailer can answer your questions and, if necessary, start to process a claim.

# CLAIMS PROCESS

We work with distributors all over the country to make our products widely available. We sell our products to distributors and distributors sell our products to local retailers and contractors.

Steps to Filing a Claim:

- 1. Return to your retailer with your original proof of purchase.
  - a) If your floor was installed as part of a new home build, you may use your style selection sheet or your closing documents as your proof of purchase. If your retailer information is not included in these documents, contact your builder.
- 2. The claim will be evaluated.
  - a) <u>Distribution Retailers</u>: Your retailer will need to contact its distributor representative to get the claim filed. The retailer or distributor representative may inspect your flooring or request pictures or uninstalled samples showing the issue.
- 3. A claim determination is made.
  - a) <u>Distribution Retailers</u>: We will send the evaluation of the claim to your retailer's distributor, who will then share the results with your retailer. Your retailer should call you within 48 hours of receiving the determination to inform you of the decision.
    - (i) If your claim is approved, please work with your retailer to order new material and schedule the reinstallation, if applicable.
    - (ii) If your claim is not approved, you will receive a letter explaining why. You will also receive an inspection report if your home was inspected by a Technical Services Manager or a third-party inspector.





# Warranty

# CARE INSTRUCTIONS

## **RESIDENTIAL & COMMERCIAL INSTALLATIONS**

To keep the lasting shine and fresh feel of your investment for as long as possible, we recommend that you:

DO:

- Wipe up spills as soon as possible. Never use highly abrasive scrubbing tools on any resilient floor.
- Wash occasionally with a Hardwood and Laminate Floor Cleaner. For residential and commercial installations, we recommend Chesapeake\* Hardwood and Laminate Floor Cleaner.
- CHESAPEAKE Products approves the use of residential steam cleaners designed for hard surface flooring products to maintain our CHESAPEAKE Products Liberty Plus 10+2 flooring.

DON'T:

- Use detergents, abrasive cleaners or "mop and shine" products they may leave a dull film on your floor.
- Use paste wax or solvent-based polishes.
- Use rolling casters as they can damage the floor.
- Use a beater bar when vacuuming because it can visibly damage the floor surface.
- Use highly abrasive scrubbing tools.

# PROACTIVE PROTECTION FOR YOUR FLOOR:

- When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it; this will help protect your floor from scuffing and tears.
- Use floor protectors on furniture to reduce indentation. As a general rule, the heavier the item, the wider the floor protector needed.
- Place a walk-off mat at outside entrances to reduce the amount of dirt brought into your home. We do not recommend the use of rubber- or latex-backed mats (except where noted) because the chemical (antioxidant) they often contain can permanently stain your floor. We suggest an anti-staining vinyl-backed mat or a woven rug that is colorfast.

## IMMEDIATELY AFTER INSTALLATION:

- When the installation is completed, please follow the installation instructions for maintaining temperatures thereafter.
- Do not scrub or wash your floor for five (5) days.

	Residential Installation (Warranty Period)	Light Commercial Installation (Warranty Period)
Liberty Plus	30	5