



## 5-YEAR LIMITED COMMERCIAL WARRANTY

### WHAT IS COVERED

#### Qu-Cork Warranty for Commercial Environments

The Qu-Cork's warranty covers all Qu-Cork flooring panels purchased after December 1, 2009. Our 5-YEAR LIMITED COMMERCIAL WARRANTY extends (beginning on the purchase date of the flooring) to the original end user and covers only approved interior and non-industrial application. Installation charges, labor charges, and/or similar cost are not covered by this Warranty

#### **OUR WARRANTY COVERS:**

##### Overall Panel Quality Guarantee

Each panel is manufactured to our high-quality standards and undergoes a thorough inspection at our plant. We suggest that our customer and their installer inspect each panel prior to installation. If you are not completely satisfied prior to installation we will replace the panel free of charge. This warranty covers visual defects in the panel, with the exception of normal color variations due to the use of natural components.

##### Structural Guarantee

Each of the panels is made with a specially developed bonding system to maintain its quality and is guaranteed against structural failure. In case of such failure, we will repair or replace it (at our option) at no charge.

##### Moisture and Dryness Protection Guarantee

Our panels have been made to withstand normal moisture and dryness variations, and are guaranteed against damage caused by normal moisture and dry conditions (within the normal 40%-60% relative humidity range). This warranty does not cover damage caused from floods or wet mopping, leaky appliances or ceilings, stagnant water, or improper installation (see Qu-Cork Installation Instructions).

##### Performance Guarantee over Radiant Heat

Our Structural and Moisture Guarantees will cover the application over radiant heat subfloors, so long as the sub-floor temperature does not exceed 85 degrees Fahrenheit.

##### Qu-Cork 5-Year Finish Limited Warranty

Qu-Cork has a durable no-wax surface of multiple layers of a UV coating. We guarantee the finish will not wear through for 5-Years from date of original purchase, when maintained and installed using our recommended instructions. The warranty applies only to a defect covering 10% or more of the installed floor. It is based on light commercial use and does not cover damaged caused from spiked heels, pet, erosion, dents, gravel scratches from roller chairs, furniture or improper maintenance. Qu-Cork reserves the right to recoat, replace, or repair the defect.

**NOTE: 5-YEAR LIMITED COMMERCIAL WARRANTY** is a "pro rata" warranty. The refund or credit declines as the warranty period decreases, therefore the warranty is reduced by the time after the flooring is initially purchased.

This Warranty is applicable in the following Commercial Areas (Note: All areas with immediate access to the outdoors or street traffic must have other flooring for all areas within 10 feet from said access):

1. Offices
2. Hotel Rooms/Suites
3. Retail Shops
4. Conference Rooms
5. Other areas may be covered, go to [www.qu-cork.com](http://www.qu-cork.com) and fill out a Commercial Usage Application. Return the Commercial Usage Application for an immediate determination by Qu-Cork.

This **5-YEAR LIMITED COMMERCIAL WARRANTY** does not cover high traffic commercial environments; mall walk ways, airports, etc.

### **HOW TO MAKE A CLAIM:**

Qu-Cork products are made with the goal of complete customer satisfaction. However if you have a claim covered by our warranty:

1. Send a notice of the claim to the Qu-Cork Dealer where you made the purchase, within the applicable time period.
2. If the applicable panel has not yet been installed return the panel with your claim.
3. Make sure the installation and maintenance instructions were followed. If the defective panel has been installed and is covered by the warranty, we reserve the right to inspect the panel
4. Keep your proof of purchase (it required to make a claim) for our review.

### **EXCLUSION FROM COVERAGE**

Our warranty does not apply and Qu-Cork will not be in any way liable in the event of:

- Normal Variations – Cork is a natural product and variations of grain or color are normal occurrences. Color changes in cork should be expected as the floor ages. Therefore, color inconsistency between samples, replacement product, Qu-Cork pictures or images and Qu-Cork Flooring or replacement product like all products of nature are normal, therefore the warranty will not apply to these variations. Loss of finish gloss is a part of the natural wear of the floors. Further, cork will contract or expand naturally due to changes in temperature and humidity.
- Improper Installation or Maintenance- Installation and maintenance must be in accordance with our instructions.
- Improper Use – Alterations- We do not assume responsibility for any flooring damage caused by misuse, abuse or damage by accident or other events beyond our control. The warranty does not cover damage caused by high-heeled shoes, heavy furniture or equipment, pets, damage caused by impact, scratches scarring caused by sharp or pointed objects, stains, worn out shoes, roller chairs, furniture, or damaged by excessive or continued exposure to direct sunlight.
- Extreme Environmental Conditions- We are not responsible for extreme conditions such as exposure to extreme heat, moisture, dryness or rapid fluctuations in any such conditions.
- Alterations / Repairs- Our warranty does not cover alterations (including refinishing) or repairs made to the floor.
- Worn Flooring- Our obligation to reinstall properly replaceable floor panels does not include any obligation on our part to resurface worn or to provide for the cost thereof.

Our warranty applies only to the original purchaser and to flooring in its original installation location. The warranty expires if the product or installation is transferred or resold. The above constitutes the complete and only warranty provided by Qu-Cork in connection with its flooring and does not apply to any other Qu-Cork product other than Qu-Cork Prefinished Flooring Panels. The Warranty does not apply to use of it in any other condition other than normal Commercial applications with normal traffic load and conditions. This Warranty is limited to Commercial uses as outlined in this Warranty, any and all exclusions covered in this total document apply.

**THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE IMPOSED BY LAW, SHALL BE THE LIMITED WARRANTY PROVIDED HERIN, NO RETAILER, INSTALLER, DEALER, AGENT, OR EMPLOYEE HAS THE AUTHORITY TO INCREASE OR ALTER THE TERMS OF THIS WARRANTY.**

**UNDER NO CIRCUMSTANCES SHALL QU-CORK BE LIABLE OR IN ANY MANNER RESPONSIBLE FOR ANY CLAIM, LOSS OR DAMAGE ARISING FROM ANY CLAIM, LOSS, OR DAMAGE ARISING FROM ANY SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THEORY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF TIME OR USE OR ANY INCONVENIENCE, OR ANY PUNITIVE OR EXEMPLARY DAMAGES.**

### **HOW STATE LAW APPLIES**

This Warranty gives you specific legal rights and you may also have other rights that vary from state to state. Some do not allow the exclusions of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Some states do not allow the limitations of how long an implied warranty last, so the above limitation may not apply to you.

Please note, however, that the evidence of the purchase date and identity of the original purchaser are a condition for warranty coverage, and we strongly suggest that you keep it together with the installation and maintenance guide in a safe place.

**Qu-Cork LLC**  
4052 Getwell Road  
Memphis, TN 38118  
[www.qu-cork.com](http://www.qu-cork.com)