



## LVT and Plank Limited Warranty Agreement

Siena expressly warrants that the wear layer of Siena floor coverings shall be free from defects in material and workmanship for Fifteen (15) years from the date of sale, and will not wear thru the wear layer, provided such floor coverings are subject to normal use and receive proper maintenance. This warranty will become null and void if conditions of the subflooring and method of installation do not conform exactly to Siena recommendations. All Siena LVT collections are covered under this warranty.

This warranty does not cover damage caused, in whole or in part, by conditions beyond our control, including, but not limited to:

- Use for which material is not designed;
- Fire, explosion, weather conditions or natural disasters;
- Faulty installation;
- Casualties;
- Ordinary wear and tear;
- Abuse;
- Faulty design or construction of the buildings;
- Failure of the adhesive to adhere to the subfloor, whether concrete or other material because of moisture migration or water vapor transmission through the subfloor;
- Fault in the subfloor;
- Failure of the vapor barrier;
- Failure of the installation contractors to adhere to current installation instructions;
- Failure of the seams;
- Uneven wear of sections of the floor covering;
- Use of improper shoes or spiked heels;
- Gloss reduction;
- Alteration in the initial appearance of the floor covering, particularly in the areas exposed to excessive wear due to sand, grit or dirt in entrances to buildings;
- Fading or discoloration from sunlight or heat;
- Damage due to stains, cuts, scratches, gouges, scuffs, punctures, tears, indentations due to loads in excess of the specified static load limit, the lack of or improper furniture rests and floor protectors, rubber or synthetic backed rugs or mats, or any intentional misuse of the floor covering;
- Damage caused by neglect or improper maintenance procedures and other causes not specified but beyond the control of Siena.

The presence of moisture between the Siena floor covering and the subfloor shall be considered proof of subfloor failure or faulty design or construction of the building because moisture will break the bond between the adhesive and the subfloor, causing bubbles to appear.

Your sole and exclusive remedy against Siena arising from the purchase or use of Siena floor coverings is limited to repair or replacement of defective materials, after examination and verification by Siena with material of equivalent quality.

The above expressed Manufacturer's Warranty for the Siena products shall be the exclusive Warranty and Siena makes no other Warranties, express or implied. Siena expressly disclaims any implied Warranties of merchantability and/or implied Warranties of fitness for a particular purpose.

It is agreed that Siena shall not be liable for incidental or consequential damages including, but not limited to, loss of income, lost of use, damage to other property, the cost of removing and reinstalling Siena flooring materials, attorney's fees, and any other liability you may have with respect to any other person.

If any provision of this Warranty Agreement contravenes the law of any jurisdiction, such provisions shall be inapplicable in such jurisdiction, and the remainder of the Warranty Agreement shall not be affected thereby.

All legal actions shall be in accordance with United States of America Laws and shall be heard in a court of Jurisdiction within the United States