

LIMITED WARRANTY – FLOORING INSTALLATION

Subject to the Limitations and Exclusions set forth below, Full Coverage Painting and Flooring, LLC (“FC”) will repair, at no charge to the purchaser, any defective floorcovering purchased from FC where such defects result primarily from defective installation workmanship by FC. This Limited Warranty is transferable from the original purchaser and will remain in effect for three (3) years from the substantial completion of the “Installation” (substantial completion means that the installed floorcovering is fit for its intended use and that part of the premises may be occupied.).

This Limited Warranty is in lieu of any other warranties, express or implied. Any implied warranties, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are hereby waived. This Limited Warranty gives you specific legal rights. Some states do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions herein may not apply to you, depending on the laws of your state. This Limited Warranty shall be null and void, and FC shall not be liable, if the purchaser does not first allow FC reasonable access to the premises during normal business hours and the opportunity for FC to inspect, correct, and / or replace alleged defective items, before the purchaser has corrective work done by any person other than FC.

WHAT IS COVERED:

FC warrants that the Installation by FC is reasonably free of defects, conforms to industry standards for installation and is within tolerances common and expected in the flooring industry when performed by a professional floorcovering installer. This Limited Warranty also covers Installations performed by any subcontractors under contract with FC, subject to the same limitations as if performed by FC itself.

FC warrants that the Installation will reasonably conform to the requirements of any written contract documents between the purchaser and FC. If any substantial defects in the installation are found, FC shall repair or replace the same at FC’s cost. Corrections will be limited to the area that is defective, and FC shall have the option to repair or replace at its election.

MATERIALS:

FC does not manufacture floorcovering products. FC warrants its services and workmanship only. Accordingly, FC cannot warrant or guarantee the floorcovering products themselves, except to the extent that a non-defective product is substantially damaged by a defective Installation by FC. FC will not be liable for defects that are not observable on reasonable inspection. The purchaser’s sole remedy for defective products is against the manufacturers and distributors and their warranties, if any. This limitation applies even if FC has furnished product brochures, literature or samples. FC shall not be liable for dangerous products, design defects in products, or defective warnings. However, FC shall lend assistance in setting any claim resulting from defects in these products.

FC assigns (to the extent assignable) and conveys to the purchaser all manufacturers’ and suppliers’ warranties on the goods and materials (“Products”). FC may provide Products that have been manufactured and/or furnished by third party vendors, supply houses, distributors and manufacturers. FC will use its best reasonable efforts to ensure that Products are new and purchased from reputable suppliers. FC agrees to properly install such Products according to industry standard practices.

In the event a Product supplied to purchaser by FC is considered defective, FC shall use reasonable efforts to contact the supplier or manufacturer and receive a free or discounted replacement, including a credit by the supplier for necessary replacement labor. FC shall not be required to provide replacement

labor, unless if the Product defects were patently observable prior to installation, and FC installed anyway.

HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, purchaser shall notify FC in writing of the specific problem and shall provide FC with documentation of the original purchase timely paid in full. Purchaser shall give such notice promptly after first discovering the condition. FC will begin performing the obligations under this warranty within a reasonable time and will diligently pursue these obligations. Repair work will be done during normal working hours, except when the parties agree that delay will cause additional damage. Purchaser agrees that a responsible adult with the authority to approve the repair will be present during the work. There shall be no charge for examination or inspection by FC, whether a defect is found or later repaired or replaced. The work will be done by FC or whatever competent workman or subcontractor is designated by FC.

STRUCTURAL MOVEMENT AND ENVIRONMENTAL CONDITIONS

Excessive movement in the foundation, floor joists, subfloors, etc. can cause damage to any floorcovering, and FC shall not be liable for any damage to the Products caused by such excessive movement. In addition, purchaser shall continuously operate a working HVAC system in the area in which the Products are installed so as to avoid mold and / or excessive expansion and contraction of the Products, and FC shall not be liable for any defects caused by excessive swings in temperature and moisture. Most Products will change color when exposed to sunlight and such changes shall not be considered a defect.

OTHER EXCLUSIONS:

With respect to any claim asserted by Purchaser, it is agreed there is no right to compensation for: Incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction; mortgage, loan, or line of credit, interest charges; mortgage interest rate increases; lost profits or income; business interruption, medical costs; damages for mental distress, aggravation, personal injury, or pain and suffering.

Sample colors and product colors will have slight variation, and such slight variation shall not be considered a Product or Installation defect.

The use of improper cleaning agents, abuse, flooding, fire, the wearing of spike heels, etc. will void all warranties herein.

REMEDIES FOR PARTICULAR PRODUCTS:

FC sells and installs a variety of Products, including hardwood floors, ceramic floors, vinyl, carpet, luxury planks, etc. The warranty for all of these Products is for 3 years. Particular Products have different tolerances, however, for scratching, moisture, temperature, pet urine, sunlight, etc. Accordingly, what is considered defective will vary among Products and the measures to correct will also vary between Products.