

Product Warranty

CBC AMERICA LLC (“CBCA”) warrants TOLI Mature Select products (“Products”) to be free from defects in material and workmanship, under normal use and service, for a period of fifteen (15) years from the date of invoice to the original end user. CBCA’s sole obligation under the foregoing warranty shall be to repair or replace, at CBCA’s option, at the place of shipment, without charge, all defective products which are returned for inspection within the applicable warranty period, but only if such inspection confirms that the defects are as specified above, and that the products have not been: (1) installed incorrectly, or in non-compliance with the procedures prescribed and instructions issued by CBCA; (2) modified or altered, other than with authorization from CBCA and by its approved procedures; (3) subjected to forces in excess of the maximum forces for which CBCA has specified the products for use; (4) subjected to sharp objects or abrasive surfaces, substances or chemicals; or (5) subjected to abuse, misuse, improper maintenance, negligence or accident.

THIS EXPRESS, LIMITED WARRANTY IS IN LIEU OF, AND CBCA HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Remedies and Limitation of Liability:

- a) Any claim alleging a breach of this warranty shall be submitted in writing within five (5) calendar days after such breach is, or reasonably should have been, discovered, and shall be accompanied by a sample of the Product(s) which allegedly breached the warranty. CBCA shall be entitled to investigate and confirm any claimed warranty breach, prior to agreeing to extend the remedies provided for herein;
- b) In no event shall CBCA be liable for:
 - (i) special, indirect or consequential damages; or
 - (ii) any damages whatsoever due to loss of use, data or profits, arising out of or in connection with this contract or the use or performance of CBCA products, whether in an action for contract or tort (including negligence) or otherwise.
- c) CBCA’s liability for damage to property shall be limited to repair or replacement of CBCA products, and liability for physical damage directly caused by the sole negligence of CBCA.
- d) No action, whether in contract or tort (including negligence), arising out of or in connection with this contract, may be brought by either party more than eighteen (18) months after the cause of action has accrued, except that an action for non-payment may be brought within eighteen (18) months of the date of the last payment made by the party against whom the action is brought.
- e) The maximum monetary amount for which CBCA shall be liable to any person whatsoever arising out of or in connection with any sale, use or other employment of any CBCA products delivered to BUYER hereunder, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall not exceed the actual amount paid to CBCA for the particular product(s) delivered hereunder which gave rise to the claim.

Notice Regarding Problems Not Due to Defects in Material or Workmanship

Please take notice that none of the following kinds of problems are problems arising from defects in material or workmanship, and are therefore not covered by this Product Warranty:

- a) Color deviations from samples and/or printed color illustrations.
- b) Shading or texture variations in products.
- c) Wear surface abrasion and gloss reduction from use.
- d) Dissatisfaction due to improper installation, maintenance or installation with adhesives other than those recommended. (Recommended installation and maintenance instructions are available upon request.)
- e) Labor costs incurred from installing products with obvious defects.
- f) Use for purposes other than those for which the products are intended.
- g) Problems caused by to excessive moisture, alkali, or hydrostatic pressure in substrate.
- h) Damage due to pointed objects, gouges, burns, stains, cuts, scratches, scuffs, including damage from high heel shoes, lack of proper floor protectors and furniture rests, staining caused by tracked-in foreign matter, including but not limited to asphalt, resins, driveway sealers, or oil drippings, and discoloration caused by carpet crocking, dyes, sunlight, heat generation, mildew, or plasticizer migration.

The preceding list is not exhaustive, but is merely illustrative, of the many kinds of problems that are not due to defects in material or workmanship in the products, and are not within the coverage of this warranty. Other such problems not described on the list above are also outside the scope of this warranty.

Contact Information

For additional information, please call 919-230-8700

Email: technical@cbcflooring.com

www.cbcflooring.com