



# HOMOGENEOUS CORK TILE FLOORING WARRANTY

## 15-YEAR LIMITED WARRANTY - MANUFACTURING DEFECTS

[TECHNICAL SUPPORT 718.526.7890/SALES@ALLSTATERUBER.COM](mailto:718.526.7890/SALES@ALLSTATERUBER.COM)

All Allstate Resilient Flooring products are carefully inspected prior to shipment. Final inspection and approval is the customer's responsibility. The customer must approve and verify pattern(s) and color(s) as correct before installation. Additionally, because cork is a natural product, shade variation between tiles is normal and is not considered a defect; however the client must make the determination of the acceptability of the shading. Allstate Rubber is not responsible and will not accept claims for the installation of incorrect material, visually defective material or material that does not meet customer expectations in terms of shade consistency or variation. Installation of material shall be deemed confirmation of pattern, color, appearance and all other visual factors including but not limited to squareness and thickness. All materials should be inspected upon receipt of goods and before installation. Allstate warrants for a period of fifteen (15) years after installation that its Cork Flooring is free from manufacturing defects. This limited warranty shall be available only to the original customer who purchased the Product

### **THIS WARRANTY DOES NOT COVER:**

1. Damage due to unusual wear and tear on cork tile, including but not limited to indentations caused by stiletto heels; failure to use appropriate furniture rests, glides or casters;
2. Installation of incorrect or visually defective material;
3. Damage due to discoloration including but not limited to fading from sunlight or contact with staining agents;
4. Failure due to irregularities in the sub-floor, improper sub-floor preparation or improper use of subfloor materials;
5. Damage due to moisture including but not limited to moisture emissions and/or hydrostatic pressure in the sub-floor;
6. Damage due to accident or abuse;
7. Damage due to improper maintenance or improper use of maintenance products;
8. Dissatisfaction or damage caused by site applied finishes;
9. Dissatisfaction, problems or damage due to use of improper installation tools and/or materials;
10. Dissatisfaction based upon shade or color variations in the tiles after installation;
11. Dissatisfaction or failure due to improper installation;
12. Wear through of factory or site applied finishes.
13. Extreme environmental conditions, meaning exposure to extreme heat, moisture or dryness (more than 65%, less than 35% R.H.).





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THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, AND ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF ALLSTATE RUBBER THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT.

#### **NOTICE OF CLAIMS:**

All claims must be made in writing and sent to Allstate Rubber Corp., 1099 Wall St W, Lyndhurst, NJ, 07010 and must be made within 30 days after buyer learns of the facts upon which the claim is based. All claims not made in writing or those received after the time period specified above shall be deemed waived.

#### **LIMITATION OF LIABILITY:**

The buyer's sole and exclusive remedy against Allstate Rubber Corp. for a breach of warranty or for damage caused by a defective product shall, at the option of Allstate Rubber, be limited to repair or replacement of the defective material, or refund of the purchase price. In no case will Allstate Rubber be liable for labor to remove and/or reinstall its cork flooring. In no event shall Allstate Rubber be liable for direct, indirect, general, special, incidental, consequential or other damages of any kind whatsoever, regardless of the causes of such damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

*For more information about Allstate visit [www.allstaterubber.com](http://www.allstaterubber.com)*