



## Boden Flooring™, Limited Warranty Document (the “**Limited Warranty**”)

### 1.1 Coverage

Subject to the conditions and limitations herein, Boden Flooring™, a division of the Rudiger Group Inc., 10330-117ave, Grande Prairie, Alberta, T8V 7S5, Canada (“**Boden**”), warrants its eligible products (the “**Product**”) as defined in Schedule A, to be free from manufacturing defects for the duration of time as defined in Schedule A, from the date of purchase, to perform per the conditions under the Product’s specified intended normal uses – detailed in the Products installation manual that was in effect at the time of installation of the Product; only if the product is installed according to the Product installation manual in effect at the time of installation.

A warranty claim under this Limited Warranty can only be made by the original owner and user of the property or unit in which the Product is incorporated (the “**End-user**”), and is not transferable or assignable to future and/or additional end-users of the Product unless prohibited by provincial or federal law.

### 2.1 Remedy

To submit a warranty claim, the End-user must provide a written warranty claim (a “**Claim**”), sent via registered mail to Boden, sent to the current mailing address of Boden (at the time of the Claim), within twenty (20) days of the alleged warranty defect. The Claim must include the Product’s original proof of purchase, the physical address where the Product is installed, a detailed description of the alleged warranty defect, and the name and contact information for the installers of the Product.

If the Product is found to be defective by a senior officer of Boden in writing, the End-user’s sole remedy and only obligation of Boden is to reimburse, to the End-user, an amount not to exceed the original cost of the Product (the “**Replacement Cost**”). All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term. See Schedule A for calculation example.

### 3.1 Installer / Owner Responsibility

The installer of the Product must carefully examine the Product to acknowledge acceptance of the color, finish and that there are no Product defects before installing. If the Product is not acceptable at the time of installation, the flooring should not be installed, until the installer or owner are satisfied with the product quality. Once the Product is installed, it is considered as acceptance by the installer and the owner.

The labels on each carton indicate product color, production number(s) and or date(s). The installer must confirm the product number, production number(s) and or date(s) on the cartons match PRIOR to installation. If there is a discrepancy, it must be resolved before the installation begins.

#### 4.1 Conditions and Limitations

Boden reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided a reasonable duration of time to test, investigate and inspect the installation before making a determination of the applicability of this Limited Warranty to the Claim.

This Limited Warranty applies only to Product both sold and installed in Canada (excluding Quebec).

This Limited Warranty does not apply to:

- Improper installation of the Product.
- Damages caused during construction. The Product should be protected with appropriate temporary jobsite protective covering during construction to prevent damage.
- Change in gloss level, dulling, scratching, scuffing, chipping, or other normal intended use wearing of the Product surface. It is considered normal that the Product will change in gloss level, dull, scratch, scuffing and chip with normal intended use over time as the floor ages.
- Product expansion and contraction (dimensional change) is an inherent property of Thermoplastic (vinyl) and is to be expected. Dimensional changes in the Product (expansion or contraction, also known as gapping or peaking in an installed / finished floor) within the max allowable values specified by ASTM F1700 *“the standard specification for Solid Vinyl Floor Tile (SVT)”*, test ASTM F2199 *“standard test method for determining dimensional stability and curling properties of resilient flooring after exposure to heat”*. All vinyl is subject to inherent dimensional change(s) with temperature fluctuation(s) as Vinyl is classed as a “thermoplastic” and inherently behaves as such. For this reason it is imperative that installers and customers abide by the minimum / maximum temperature requirements, including the acclimatization requirements, as detailed in the product installation manual, including the use of proper blinds / window coverings to reduce sun exposure. The use of a correct resilient flooring adhesive, installed to the adhesive manufactures requirements has the potential to reduce the effects of dimensional change within the product, but cannot fully eliminate it. Resilient adhesives where the flooring is installed into “wet” adhesive may have improved performance over those installed via “pressure sensitive” installation. At time of writing, the ASTM F1700 standard, when tested to ASTM F2199 allows a max linear dimension change of 0.020 inch (0.51mm) per linear ft.
- Damage caused by pets.
- Damage due to accidents, abuse, improper usage or intentional damages or neglect.

- Discoloration due to temperatures exceeding those specified in the Product installation guide, fading from UV or sunlight.
- Damage caused from hydrostatic pressure, moisture vapor emission, plumbing leaks, standing water, floods.
- Damage caused by use inappropriate floor cleaning products.
- Minor shading variances, color or texture differences not represented in dealer showroom samples or photos from websites or catalogs.
- Damage from improper storage, handling, or acclimation.
- Damage from fire, burns.
- Damage caused by an improper subfloor and or subfloor or structural deflection greater than L/360
- Damage caused by weak, crumbling concrete, concrete which does not meet the requirements set forth in the product installation manual.
- Staining from items which are not food grade.
- Damage, including dents, scratches, gouges, chips, scuffs caused by Vacuum cleaners, rolling loads, appliances, wheels, furniture without proper floor protectors. Never drag items across floor.
- Damage from mold and mildew growth.
- The Product being installed in an exterior environment
- Damage caused by cleaning machines or equipment

### **5.1 Effective Date**

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Boden in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after January 1, 2020.

### **6.1 DISCLAIMER:**

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## **Schedule A**

All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term.

Example i):

A 25 year residential warranty, will reduce in the maximum compensation value by 1/25 each year. If an approved claim is made in year 6, the maximum compensation value would be 19/25 (76%) of the original purchase price as defined in section 2.1.

Example ii):

A 10 year light commercial warranty, will reduce in the maximum compensation value by 1/10 each year. If an approved claim is made in year 6, the maximum compensation value would be 4/10 (40%) of the original purchase price as defined in section 2.1.

### **ZimpleClick™ S3050 Series**

5 years light commercial

25 years residential

### **ZimpleClick™ S5060 Series**

10 years light commercial

30 years residential

### **ZimpleLay™ V5050 Series**

10 years light commercial

30 years residential

### **ZimpleLay™ V5050-XL Series**

10 years light commercial

30 years residential