



URBAN TEXTURES LUXURY VINYL TILE

CREEK STREET 30 MIL (0.70 mm) LIMITED 20- YEAR COMMERCIAL WEAR WARRANTY

Avion Commercial Flooring warrants that Urban Textures Creek Street 30 Mil (0.70 mm) vinyl tile will be free from defects in materials and workmanship for a period of twenty years after purchase provided that the warranty set forth shall apply only if such products are installed and maintained in accordance with the written instructions published by Avion Commercial Flooring. Such warranty shall be voided if such products are removed from the site of their original installation.

TERMS Within Two Years: if a defect covered by this warranty is reported to Avion Commercial Flooring within two years of purchase, Avion Commercial Flooring will supply new material of similar color, pattern and quality to replace the defective material; Avion Commercial Flooring will also pay reasonable labor costs.

After Two Years: if a defect covered by this warranty is reported to Avion Commercial Flooring after two years of purchase, Avion Commercial Flooring will supply new material of similar color, pattern and quality to replace the defective material; Avion Commercial Flooring will not pay labor costs.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER: (i) Installers' workmanship (Workmanship errors should be addressed to the contractor who installed the floor.); (ii) minor shading, color or texture between products and samples or photographs; (iii) material installed with obvious defects; (iv) installation with adhesive other than those recommended by Avion Commercial Flooring; (v) dissatisfaction, problems or damage due to installation and/or maintenance other than as recommended by Avion Commercial Flooring (recommended installation and maintenance instructions are available from Avion Commercial Flooring at Buyer's request); (vi) damage due to accidents, gouges, scuffs, scratches or indentations; (vii) damage from high heels, spike heels or inappropriate chair casters or glides; (viii)



inappropriate end-users' activities; (ix) dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkali, or hydrostatic pressure in subfloor; or (x) "seconds," "substandards," "irregulars," or "offgoods" which are sold by Avion Commercial Flooring strictly on an "as is" basis.

If Buyer's order is for or includes goods ("Articles") made by another manufacturer, Buyer acknowledges that Avion Commercial Flooring is not the manufacturer of such Articles and therefore Avion Commercial Flooring makes **NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO SUCH ARTICLES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.** All Articles made by another manufacturer are warranted only to the extent of the manufacturer's express warranty to Avion Commercial Flooring, which Avion Commercial Flooring will provide at Buyer's request.

CLAIMS

All claims must be written and sent to Avion Commercial Flooring authorized distributor through which the product was purchased.

LIMITATION OF REMEDIES AND DAMAGES

Avion Commercial Flooring's liability and Buyer's exclusive remedy hereunder will be limited solely to repair, replacement or credit the defective areas at Avion Commercial Flooring's discretion.

NEITHER AVION COMMERCIAL FLOORING NOR ITS DEALER WILL HAVE ANY MONETARY LIABILITY WHATSOEVER FOR ANY DAMAGE OR EXPENSE INCURRED IN CONNECTION WITH THIS PRODUCT, WHETHER GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, SAVINGS OR DATA) INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE ARTICLES OR FROM THE ARTICLES BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE