



CAPRI CORK, LLC
LIMITED WARRANTY TERMS AND CONDITIONS

1. Description of the Product. **Mediterra Cork**
2. Registration for Warranty.

Customer (as defined below) must complete the attached Capri Cork Warranty Registration Form and mail or fax the completed form to Capri Cork, LLC ("Seller") within 90 days of receipt of the Product and after the Product is installed.

To be eligible for replacement under this warranty, Customer must notify Seller in writing sent to 209 Bucky Drive, Lititz, PA 17543 or faxed to 717-627-5007 within ninety (90) days after the Product defect is discovered. Seller reserves the right to inspect the Product claimed to be defective to verify that (i) the alleged defect exists, (ii) the Product was properly installed (if defect is claimed to have occurred after installation), and (iii) none of the exclusionary conditions listed in Section 3 below are present.

3. Product Warranty; Sole and Exclusive Remedy.

Seller warrants that for a period of (10) ten years from the date of shipment by Seller, the Product will be free from defects in workmanship and materials under normal use and service conditions. Seller's warranty shall be available exclusively to the original end-user of the Product ("Customer"). **Seller's liability, and Customer's exclusive remedy under this Warranty, is limited to replacement of the defective Product only, and does not include any costs of labor or otherwise associated with installation or removal of the defective Product or installation of the replacement Product.** If Seller no longer manufactures the particular Product subject to this warranty, Seller reserves the right to substitute another Product that Seller deems to be comparable or superior in its place. Seller's responsibility to replace defective Product under this warranty applies only to the affected area of Product so long as a suitable match (as determined in the sole discretion of Seller) can be supplied. Full replacement or replacement of a greater area than the affected area is at the sole discretion of Seller.

This warranty does not cover Product defects that are caused by, result from or arise in connection with any one or more of the following conditions:

- a. Installation of visibly defective material.
- b. Installation of the Product over non-approved substrates.
- c. Installation of the Product with adhesives other than those that are recommended by Seller.
- d. Application of sealers, finishes or cleaners other than those that are recommended by Seller.
- e. Defects caused by moisture, hydrostatic pressure, or alkali in the substrate.
- f. Improper or inadequate substrate preparation, installation or maintenance.
- g. Damage to the Product when left unprotected during construction or during moving of heavy equipment or furniture.



- h. Damage to the Product and/or its finish from high heels or spikes, inadequate furniture glides or casters.
- i. Exterior installations.
- j. Shade variations after installation.
- k. Fading resulting from UV rays.

This warranty only applies to new, first quality Product, and does not extend to “seconds,” “off goods” or any other irregular (non-first quality) flooring materials (“AS IS Products”). Seller makes no warranties whatsoever, express or implied with respect to AS IS Products, including warranties of merchantability or fitness for a particular purpose.

4. Warranty Disclaimer. **THE WARRANTIES SET FORTH IN SECTION 3 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, SALES REPRESENTATIVE OR DEALER HAS THE AUTHORITY TO INCREASE OR ALTER SELLER’S OBLIGATIONS UNDER THIS WARRANTY.**

5. Limitation of Liability. The aggregate cumulative total liability for which Seller is obligated to pay Customer hereunder, whether for breach of warranty or contract, indemnifications herein, tort (including negligence), or otherwise, shall not exceed the original purchase price of the Product. Seller assumes no liability for labor costs in the installation of the Product claimed to be defective. In no event shall Seller be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Products, from breach of any warranty or from any other cause, whether or not Seller has been informed of the possibility of such damages.



CAPRI CORK WARRANTY REGISTRATION

Date: _____ Invoice # _____ Invoice Date: _____

Purchaser Name: _____ Purchase Date: _____

End-User (Consumer) Name: _____

Consumer Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Material ordered: _____

Installation Completion Date: _____

Return to Capri cork via fax (717.627.5007) or email (sales@capricork.com)