

Immortals Limited Warranty

01.31.24

Residential Warranty: **Lifetime**

Light Commercial Warranty: **15 Years**

Products

Diamond Living, LLC warrants the Immortals Collection to be free from manufacturing defects for a specified length of time from the date of purchase as set forth in this warranty.

Replacement/Repairs

Diamond Living, LLC reserves the right to repair any floor and/or to use its own source to obtain an installer for replacement flooring. If Diamond Living, LLC repairs or replaces a floor as a result of a warranty claim, it is the customer's responsibility to clear any items, at their own expense, any items placed over the affected areas subsequent to the original installation. In the event that Diamond Living, LLC repairs a floor, both customer and Diamond Living, LLC agree that such floor is only eligible to be repaired or replaced one time.

Coverage

This warranty covers manufacturing defects, delaminating, loss of original pattern and color due to fading or wear, when the flooring is subject to normal residential or light commercial use, provided the flooring covered by this warranty is installed and maintained according to the instructions of manufacturer.

Terms for Warranty

- ❖ **Within One Year**— If a defect covered by this warranty is found and reported to the merchant from which the floor was purchased in writing within one year of purchase, Diamond Living, LLC will supply new flooring material of similar color, pattern and quality to replace the defective area. Diamond Living, LLC will also pay reasonable labor costs, up to a maximum of \$2 per square foot including take up and install, if professional installation was paid for when the floor was originally installed.
- ❖ **Within Two Years** — If a defect covered by this warranty is found and reported to the merchant from which the floor was purchased in writing after one year but within two years of purchase, Diamond Living, LLC will supply new flooring material of similar color, pattern and quality to replace the defective area. Diamond Living, LLC will also pay fifty percent of reasonable labor costs, up to a maximum of \$1 per square foot including take up and install, if professional installation was paid for when the floor was originally installed.
- ❖ **After Two Years** — If a defect covered by this warranty is found and reported to the merchant from which the floor was purchased in writing after two years but within the warranty period specified below, as applicable, Diamond Living, LLC will supply new flooring material of similar color, pattern and quality to replace the defective area. Diamond Living, LLC will not pay labor costs. In case of questions regarding the terms for warranty, please contact our Diamond Living, LLC Information Center at # (281) 766-1600.

Exclusions

The following are not covered by this warranty:

- ❖ Darker, solid colors naturally show more scratches and dirt and require more maintenance. We cannot warrant the product against such claims.
- ❖ We will not accept shading claims for an overall white floor with touching white planks or tiles.
- ❖ Damage caused by fire, flood, moisture intrusion caused by emissions from subfloor, intentional abuse, damage caused by vacuum cleaner beater bar or other cleaning equipment, indentations or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting from sharp objects, asphalt staining and staining from rubber mats, surface scratches, changes in color or sheen appearance when exposed to a natural light source, exterior application or loss due to inconvenience, loss of time, incidental expenses or consequential damages.
- ❖ Minor shading, color or texture differences between samples and delivered product.
- ❖ This warranty is void if prior to installation, Diamond Living products are not acclimated to room temperature (between 65°F and 85°F) at job site between 24 and 48 hours and if post-installation, Diamond

Living, LLC products are not continuously maintained at such temperature. This exclusion means that climate control systems must be continuously in working order to properly cool, heat, dehumidify, and all other functions or your warranty is void.

Warranty Owner

This Warranty applies only to a resident homeowner who is the original purchaser of the Diamond Living product or the original light commercial purchaser, not to any subsequent homeowner/purchaser. For details, please contact our customer support department. This warranty shall not include loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or reinstallation of the affected material, and any other incidental or consequential damages.

Implied Warranties

Please note - The warranty is not transferable. It extends only to the original end-use purchaser. Diamond Living, LLC does not grant any person or entity the authority to create for it any obligation or liability in connection with this product. Diamond Living, LLC shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.