



## LIFETIME RESIDENTIAL LIMITED WARRANTY

### WHAT IS COVERED:

The warranty means that your CLEO floor will not wear through printed design and wearlayer due to normal household use and will be free of manufacturing defects. CLEO floor will remain completely waterproof, and will not discolor from mold, mildew during normal household use as long as you own the product. Normal household use is defined as normal activities of daily living in the home, excluding pet damage such as chewing, digging, clawing, etc.

CLEO featuring Scotchgard® Protector further warrants that for a period of fifteen years from the date of purchase, your floor will be easy to clean and will resist staining. Easy to clean means that soils, liquids and tacky substances won't stick to the flooring surface, helping to prevent build-up, eliminate the need for aggressive cleaners, and extend the time between cleanings.

Note: "Easy-to-Clean" does not mean the surface is "self-cleaning."

This warranty applies to first quality, current running designs purchased after March 1, 2018 and installed in single family residences (excluding communal living or institutional residences) following all current CLEO installation instructions.

This warranty covers material for the time periods indicated above and does not include labor costs.

This warranty is not transferable.

### EXCLUSIONS...WHAT IS NOT COVERED:

Problems due to improper installation including: installation in unheated rooms, installation over non-recommended subflooring or subfloors with inadequate preparation, use of non-recommended adhesives, underlayment or grout.

Problems due to improper floor care or failure to follow maintenance recommendations.

Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances or sliding furniture without adequate protection (always protect CLEO when moving appliances or heavy furniture across it by laying hardboard or plywood panels on the floor and moving the item across them), rolling casters on furniture (we do not recommend them), rotating beater bars on vacuum cleaners, heat from steam cleaning

devices, or dropping of heavy or sharp objects.

Damage or discoloration from burns or fire or due to high temperature as a result of heat producing appliances such as a refrigerator or range, direct flow of hot air with temperatures in excess of 120°F which, even intermittently, can scorch, burn, discolor, or fade your floor. Cigarettes, matches and other very hot objects can also damage your floor.

Fading from exposure to direct sunlight for extended time periods.

Color or design variations from samples and literature.

CLEO is completely waterproof and will not be affected by standing water or flooding; however, CLEO is not a waterproof barrier for the subfloor underneath. Water problems like plumbing leaks or excessive moisture transmission through concrete floors can still occur. Therefore, any damage to the subfloor or surrounding structure including mold and mildew growth due to excessive moisture, water leaks and floods is not covered by this warranty.

Damage occurring during renovation or construction.

Rips, tears, gouges, indentations, changes in gloss level, scratching, cutting, chipping, breakage or staining that occurs during or after installation as a result of improper use, maintenance or care.

Labor on material that is installed with obvious visible defects.

### WARRANTY REMEDY

If your CLEO floor fails to perform under the conditions of this warranty, the manufacturer will at its option repair the defective area(s) or supply new CLEO material of the same color, design, and grade, if available; if unavailable or discontinued, the manufacturer reserves the right to select and supply similar CLEO materials. This does not preclude replacement for other reasons as deemed appropriate by the manufacturer. If a repair requires replacement of more than 10% of the total square footage of the floor, the manufacturer may, at its discretion, replace the entire floor. After corrective action is taken on an existing defect, you will continue to receive the warranty coverage for the remaining period of your original warranty.

## **HOW TO MAKE A WARRANTY CLAIM**

If you find a defect or other matter covered by this warranty, you should promptly notify the retailer where you purchased your CLEO floor or you may contact the manufacturer directly. Notice of a claim under this warranty must be in writing and must include proof of purchase. The correspondence with the retailer or the manufacturer should include the product purchased, the amount purchased, installation costs (if applicable) and the date of purchase.

If you submit your claim directly to the manufacturer, we will contact you within 15 days of receipt of your claim to verify that the claim has been received.

You may submit your warranty claim directly: CLEO Home, Dept. C, 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ 08619.

## **CONSEQUENTIAL OR INCIDENTAL DAMAGES**

The manufacturer excludes and will not pay consequential, indirect, incidental or special/putative damages under this warranty. By this we mean that the manufacturer will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples of consequential or incidental damages are: reimbursement for lodging, replacement of subfloors, trim moldings, disconnection/reconnecting appliances, fixtures or cabinets, or moving of furniture/appliances.

## **NO IMPLIED WARRANTIES**

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond this warranty.

## **YOUR LEGAL RIGHTS**

This warranty gives you specific legal rights and you may also have other rights that vary from state to state, except for these other rights, the remedies in the above warranties state the limit of Congoleum Corporation's responsibility.

No representative, employee, or agent of Congoleum is authorized to modify or change the limited warranties stated herein.

The laws of the State of New Jersey shall govern the rights and duties of the parties under this agreement, and jurisdiction and venue is fixed in the State of New Jersey.

## **CONTACT US**

If you have any questions regarding your new CLEO floor, need additional maintenance information or require any other assistance, please call Congoleum Information at 609-584-3000, Monday through Thursday, 8:30 a.m. to 5:00 p.m. EST.

**Thank you for choosing CLEO.**