

## LIMITED WARRANTY STATEMENT ON ELEME™ FLOORING

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT  
[HTTP://ELEMEFLOORING.COM/WARRANTY](http://elemeflooring.com/warranty) OR IN THE DOCUMENTATION WE MAY PROVIDE WITH THE PRODUCT.

ELEME FLOORING INC d/b/a Eleme Flooring located at address 340 S Stiles Street Linden, NJ 07036 (“we” or “our”) extend these limited warranties only to the consumer who originally purchased the product (“you”) (alternatively, each a “Party” and collectively “Parties”). These limited warranties do not apply if the product is graded irregular or sold as-is at the time of sale.

### **1. Limited Stone-Polymer Composite (SPC) Flooring Warranties**

SPC Product	Usage	Warranty Period <sup>1</sup>	Scope of Coverage
Wear Layer: 0.3mm / 12mil	Residential	15 years	<ul style="list-style-type: none"> <li>The floor plank or tile will be waterproof and the structural integrity of the floor plank or tile will not be significantly diminished by exposure to water for 24 hours. (While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold(and/or) mildew growth can occur particularly if the moisture problem remains</li> </ul>
	Light Commercial	6 years	
Wear Layer: 0.5mm / 20mil	Residential	25 years	

	Light Commercial	10 years	<p>undiscovered or unaddressed.)</p> <ul style="list-style-type: none"> <li>● The wear layer will not wear through under normal use.</li> <li>● The Surface will not stain from common household stains.</li> <li>● The product will not bottom-up discolor from underlayment panels, as well as alkali, mold or mildew growth.</li> <li>● The wear layer will not wear through under normal use. Wear layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) Dull finish can be corrected with spot or overall recoating care systems.</li> <li>● The product will not contain manufacturing defects.</li> </ul>
<p>Wear Layer: 0.3mm / 12mil Wear Layer: 0.5mm / 20mil</p>	Residential Light Commercial	Limited Lifetime	100% waterproof and the structural integrity of the floor plank will not be significantly diminished by exposure to water (does not cover flooding)

<sup>1</sup> The Warranty Period starts on the date of purchase. The Warranty Period is not extended if usage is changed, or if we replace the SPC Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

2. **Warranty Exclusions.** The limited warranties hereunder DO NOT COVER damage to or caused by the SPC Product due to:
- a. transportation;
  - b. storage;
  - c. improper use;
  - d. improper or non-compliant installation
  - e. failure to follow any SPC Product instructions or to perform preventative maintenance, including limiting prolonged exposure to sunlight;
  - f. modifications;
  - g. non-compliant repair;
  - h. accidents, insects, mold and mildew, standing water damage from plumbing, appliance, storms, or floods, damage from smoke, fire or other casualty events;
  - i. abuse, such as any use of the SPC Product that is unreasonable considering the normal and expected uses of a SPC flooring in a residential or commercial environment;
  - j. prolonged exposure to temperatures outside of 65°F to 85°F and relative humidities outside of 35% to 55%. The product must be used only indoors in a climate controlled area;
  - k. other actions or events beyond our reasonable control, including the utilization of furniture without adequate feet / caster protection; and without transition accessories or moldings.
  - l. casualty events normally covered by home owner's insurance.
3. **Remedies Available Under the Warranties.** With respect to any defective product during the Warranty Period, we will, in our sole discretion, repair or replace such SPC Product (or the

defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement product to you, where we elect to repair or replace the defective product. When SPC Product is replaced, only new SPC Product panels from the current product range(s) at the time the complaint is upheld will be supplied. There will be no other form of compensation provided. Compensation will not include installation labor expenses.

- 4. Steps to Obtain Warranty Service.** During the Warranty Period, you must contact our Customer Service Department via emails Fay@elemeflooring.com/ Gerard@elemeflooring.com /Jessica@elemeflooring.com via telephone 203-722-8700, and provide your complete contact information, including mailing address, proof of purchase, photographs of the affected SPC Product, and description of flooring style, square footage, amount paid (excluding labor and cushion or underlayment), retailers, installation and any remedial efforts made, to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA number. A service technician will contact you within five to seven business days from the date of your claim.

**5. LIMITATION OF LIABILITY.**

- A.** THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE

LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

**B.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SPC PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND COMPANY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. USER HEREBY WAIVES ANY STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

**C.** SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**D.** YOU AGREE THAT THE RELEASE SET FORTH IN THIS LIMITED WARRANTY MAY APPLY TO UNKNOWN AND UNANTICIPATED CLAIMS, DAMAGES, AND EXPENSES, AND YOU WAIVES ANY RIGHTS THAT IT MIGHT HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER SIMILAR ENACTMENT OF ANY JURISDICTION. CALIFORNIA CIVIL CODE SECTION 1542 STATES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## **6. Dispute Resolution.**

a. **Binding Arbitration.** All claims arising from use of SPC Products will be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. You understand that if either Party elects to arbitrate, neither Party will have the right to sue in court or have a jury trial. The arbitration will be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes both of which are available at the AAA website <http://www.adr.org>. The Parties will submit pre-hearing briefs of no more than 10 pages and the arbitration hearing will be limited to two (2) days maximum. The arbitrator must apply New Jersey law and any award may be challenged if the arbitrator fails to do so. Unless otherwise agreed by the Parties, arbitration will take place remotely, using Zoom or other teleconference technology. Your arbitration fees and share of arbitrator compensation will be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If your claim for damages does not exceed \$10,000, we will pay your share of arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose as determined pursuant to Federal Rule of Civil Procedure 11(b). The arbitrator will make a reasoned decision in writing. The Parties may litigate in court to compel arbitration, stay court proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

b. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER.** THE PARTIES AGREE THAT ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN US AND

YOU INDIVIDUALLY. YOU ACKNOWLEDGE AND AGREE THAT EACH PARTY IS WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

c. **WAIVER OF RIGHT TO JURY TRIAL.** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING THERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

d. **Information Negotiation.** In the event any dispute arises hereunder, we and you agree to first attempt to negotiate the resolution any dispute, informally for at least thirty (30) days before initiating any arbitration.

e. **Other parties.** You accept that, as a corporation, we have an interest in limiting the personal liability of our officers and employees. You agrees that you will not bring any claim personally against our officers or employees with respect to any losses you allegedly suffer in connection with SPC Product. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Limited Warranty will protect our officers, employees, agents, subsidiaries, successors, assigns, and sub-contractors as well as our company.

## 7. Miscellanea.

- a. **Entire Agreement and Modification.** This Limited Warranty constitutes the complete and exclusive statement of the agreement between the Parties with respect to the SPC Product warranties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the Parties concerning the SPC Product warranties. This Agreement may only be modified by the Parties as agreed in writing.
- b. **Severability.** If any provision of this Limited Warranty is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Limited Warranty will remain in full force and effect. Any provision of this Limited Warranty held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- c. **Assignment.** This Limited Warranty is nontransferable and only applies to the original end consumer of the SPC Product.

