

# Forbo Flooring

## Residential 25-year Limited Warranty

*Congratulations on your decision to purchase a Forbo Marmoleum® floor!*

Forbo Linoleum, Inc. ("Forbo") warrants that its Marmoleum products, when installed using Forbo's recommended procedures and adhesives, shall perform in accordance with Forbo's published specifications and shall be free from manufacturing defects under normal household use and conditions. Under "normal household use and conditions" as defined below, and further subject to the terms and conditions described below, Forbo warrants that its flooring will:

- be free from manufacturing defects;
- not wear-through;
- not permanently stain from traffic stains, including asphalt driveway sealer;
- not permanently stain from rubber or Latex backed mats;
- not fade or discolor from sunlight;
- not rip, tear, or gouge;
- not develop gaps (Marmoleum Click only); and
- resist damage from moisture due to mopping and everyday spills when removed promptly.



### How Long Does The Coverage Last?

This warranty lasts for a period of twenty-five (25) years from the original date of purchase, and declines over that time as described below. Coverage terminates if you sell or otherwise transfer the floor covering products. Certain damage to the floor covering products more fully described under "What Does This Warranty Not Cover?" will also terminate this warranty prior to the end of the twenty-five (25) year period.

### What Will Forbo Do?

If Forbo is notified as described, Forbo will investigate the claim and if it determines the product is defective, Forbo will deliver to the original end-user, sufficient material of same or similar quality to replace the defective product on the terms and subject to the qualifications described. In the event the original product is no longer available, Forbo will attempt to match as closely as possible the color and style of the product from its existing inventory. The price at which Forbo will provide such replacement will vary depending on the date on which the customer first notifies Forbo or the retailer as described below. If notified within the first year after purchase and if Forbo subsequently determines that such product is defective, Forbo will provide the original purchaser with replacement product without charge (exclusive of any costs of removal, costs of installation or shipping costs), thereafter a declining discount off of the then current Forbo price would apply and would decline by 4% per year. By way of example, if a customer provided a notice in the second year after purchase and if Forbo subsequently determines that such product is defective, the original purchaser would receive a discount of 96% off the then current Forbo price. If the notice was provided in the third year after purchase and if Forbo subsequently determines that such product is defective, the original purchaser would receive a discount of 92% off of the then current Forbo price. This percentage will continue to decline until a notification in year 24 but before the 25th anniversary of purchase, at which time the customer would receive a discount of 8% off of the then current Forbo price.

### What Does This Warranty Not Cover?

This warranty does not cover:

- any product which has not been installed or maintained in accordance with Forbo's written instructions (and in particular the "Forbo Flooring Installation Manual" and the "Forbo Flooring Maintenance Guide");
- loss of gloss, scratches or build-up of dulling film caused by a lack of proper cleaning; damages arising from a failure to follow care instructions (including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from high heels, rolling loads, improperly casted chairs, failure to use recommended floor protectors and the like, damage or discoloration from adhesives and floor care products not recommended by Forbo);
- damages arising from accidents (e.g., fire, flooding, rain, storms, hot items dropped or placed on floor);
- damages arising from misuse or abuse e.g., sliding heavy objects such as furniture and appliances, dropping heavy or sharp objects, damage from caster wheels, damage from spiked or cleated shoes) or exposure to undue wear and tear;
- extended direct exposure to moisture, alkali, acids, hydrostatic pressure damage from the subfloor, mold or mildew;
- installation of Marmoleum Click over concrete subfloor or radiant heated floors (unless a non-recycled (100% virgin) resin 6 mil. polyethylene film vapor barrier with a density of 0.92 lbs./cubic ft. and a thickness tolerance of +/-10% is installed over such concrete subfloor and that emits a water vapor no greater than 3 lbs. per 1000 sq. ft. within 24 hrs.);
- installation of Marmoleum sheet or tile flooring over gypsum cement underlayments, lightweight aggregate concrete or any concrete subfloor (unless installed over such concrete subfloor and that emits a water vapor no greater than 5 lbs. per 1000 sq. ft. within 24 hrs.);
- dissatisfaction due to improper cleaning or installation;
- differences in color between samples or photographs and the actual flooring;
- gaps existing at the time of installation (Marmoleum Click only);
- obvious physical defects existing at the time of installation; or construction related damages.

IN NO EVENT SHALL FORBO HAVE ANY OBLIGATION TO COVER ANY COSTS OF REMOVAL, COSTS OF INSTALLATION OR SHIPPING COSTS.

Although Forbo warrants that Marmoleum Click product will not develop gaps or obvious visible defects, Forbo recommends that the customer and installer insure that all panel joints close tightly without gaps during installation and that there be no obvious physical defects. Should there be a gap or obvious physical defect at the time of installation, the flooring should not be installed.

Please also note that Drying Room Ambering is a naturally occurring part of the curing process of the linseed oil in our floors. A yellowish film may develop on the surface of the flooring, distorting the true color beneath it. This film dissipates very quickly with exposure to natural light and reasonably quickly with exposure to artificial light. You may experience this ambering in areas where rubber or latex mats have been placed for prolonged periods of time. It will dissipate with exposure to light and is not covered by this warranty.

### **What are "Normal household use and conditions"?**

"Normal household use and conditions" is defined as common daily activities in a residential home. This excludes, among other uses, the use of the flooring for other than residential applications, in which case the terms of this warranty will not apply.

How Do You Get Warranty Coverage? If you experience any problem with Forbo floor covering, please contact the retailer who sold you the flooring. Retain all information and documents until the problem is resolved. Your retailer can provide you with a solution and start the claims process. If you should need further assistance, however, you may contact us directly at:

**Forbo Linoleum, Inc.**  
**Attn: Consumer Affairs**  
**Humboldt Industrial Park, 2 Maplewood Dr.**  
**P.O. Box 667**  
**Hazleton, PA 18201**  
**e-mail: [service@fl-NA.com](mailto:service@fl-NA.com)**

After Forbo is notified, Forbo reserves the right to have an authorized Forbo representative inspect your floor to determine whether the floor is defective for purposes of coverage under this limited warranty. There is no charge for inspection. Any replacement will be provided only after Forbo's inspection of the product and its agreement to the defective condition. Forbo and its representatives must be permitted reasonable access to your floor for the inspection and testing of the product. All claims for defect shall be deemed waived unless made in writing and delivered to Forbo during the warranty period and not later than thirty days after discovery of the defect. Purchaser has the sole responsibility to properly install and maintain the products.

How Does State Law Apply? This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so certain limitations or exclusions may not apply to you. THIS LIMITED REPLACEMENT WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORBO AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF FORBO. Forbo does not grant to any person or entity (including its field representatives, dealers or distributors) the authority to create for it any obligation or liability in connection with its floor covering products. FORBO'S TOTAL, COMPLETE AND EXCLUSIVE LIABILITY HEREUNDER SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE PRODUCT AS PROVIDED HEREIN AND SHALL NOT EXCEED THE VALUE OF THE DEFECTIVE PRODUCT PURCHASED. PURCHASER WAIVES ALL OTHER REMEDIES, WARRANTIES AND LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED (TO THE EXTENT PERMITTED BY APPLICABLE LAW), WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. FORBO SHALL NOT BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES UNDER THIS LIMITED WARRANTY OR FROM ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. This exclusive and limited remedy shall not fail of its essential purpose by reason of timeliness, caused by reasons beyond Forbo's reasonable control or the general concerns of purchaser or end-user.

### **What Other Terms Govern this Warranty?**

Each of us (i) agrees that all actions and proceedings relating directly or indirectly to this Limited Replacement Warranty shall be litigated in state or federal courts located in Luzerne County, Pennsylvania; (ii) consents to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waives any and all rights either of us may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding. WE FURTHER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THESE TERMS AND CONDITIONS. We further agree that this limited warranty may not be extended, altered or waived except in writing signed by an authorized officer of Forbo. ANY ACTION FOR BREACH HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The limitation of remedies and limitation of liabilities under this limited warranty shall extend and apply to Forbo Linoleum, Inc. and its affiliated companies. All claims for warranty coverage under this limited warranty shall be made solely to Forbo Linoleum, Inc. in accordance with the terms of this limited warranty. Forbo shall be entitled to recover legal fees, costs and expenses in defending and enforcing this Warranty against purchaser and others. This limited warranty shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws and not including the United Nations Convention on Contracts for the International Sales of Goods.



### Warranty Registration Card

To facilitate possible warranty claims, please fill out the front and back of this form completely as soon as you have purchased your Marmoleum click flooring and send it to Forbo Flooring or register on line at: [www.themarmoleumstore.com](http://www.themarmoleumstore.com)

1. Your name: \_\_\_\_\_ 2. Store name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e mail: \_\_\_\_\_

### Installation information:

How was your floor installed:  Self;  Dealer installed;  Other Professional Installed

Please check all that apply:

I purchased Marmoleum sheet product.

a. Number of sq. yards: \_\_\_\_\_

I purchased Marmoleum Tile product.

a. Number of cartons: \_\_\_\_\_

b. 13 x 13 or 20 x 20 (circle one)

I purchased Marmoleum click panels

a. Number of cartons: \_\_\_\_\_

I purchased Marmoleum click squares

a. Number of cartons: \_\_\_\_\_

Marmoleum/ Marmoleum click color/colors used: \_\_\_\_\_

Date purchased: \_\_\_\_\_

# PRODUCT SURVEY

We appreciate your choice of Marmoleum floor covering and would value your response to the following market research questions. Your assistance will help us to better understand you (our customer) and how we can continually offer great products and excellent service.

**Gender:**  Male  Female      **Status:**  Single  Married  Divorced  Widowed  Coupled

**Household Income:**  Under \$35,000  \$35,001 to \$65,000  \$65,001 to \$100,000  Over \$100,000

**Profession:**  Teacher  Medical Professional  Legal Professional  Journalist/Editor/Publisher  
 Int. Design/Architect  Business Professional  Trade Professional  Other: \_\_\_\_\_

**Age:**  Under 25  25 to 35  36 to 45  46 to 55  Over 55

**Education:**  High School  College  Graduate  Post-Graduate

**Reasons for purchasing Marmoleum:** (Indicate the importance of each factor from 1 thru 5 with 5 being the highest and 1 a non-factor)

- Environmentally friendly
- Color and design capability
- Allergy concerns/health issues
- Easy to clean
- Brand
- Other - explain: \_\_\_\_\_

**How did you learn about Marmoleum:** (Check the one most applicable)

- Print Advertising (If adv., what pub:  Natural Home & Garden  Organic Style  This Old House
- Old House Journal  Custom Home  Res. Architect  Old House Interiors  Dwell  Better Homes & Gardens
- Boby & Soul  Other: \_\_\_\_\_)
- Retail display at dealer/dealer recommendation
- Clean Living Brochure at Doctor's office
- Internet
- Recommendation of Interior Designer/Architect or other professional
- Other - explain: \_\_\_\_\_

**Type of construction:**  New Construction  Remodel

**Did your installation include our DIY Borders:**  Yes  No

**What room/rooms did you floor with Marmoleum:** (check as many as apply)

- Kitchen/Dining  Bath  Family/living area  Entry way/Hall  Bedroom/Bedrooms
- Other: \_\_\_\_\_

**Type of Dwelling Installed in:**  Condominium/Townhouse  Multi-tenant High rise  Duplex/ 1/2 Double  Single Family Residence (If single indicate style:  Colonial  Ranch  Bi-Level  Cape Cod  Chalet  Log Home  other: \_\_\_\_\_)

**Would you share your comments?:**

**Do you give permission to have your comments posted on our web site or referenced in literature?**

**With or  without the use of your name?  With or  without the use of your city and state?**

**Would you like to be included in occasional mailings or on-line surveys?**

## Privacy Statement:

We at Forbo Flooring, Inc. ("Forbo") respect your privacy. Our goal is to be your trusted source of linoleum flooring. We want you to make the most of our products and services and feel confident while doing so online. We have a clear privacy policy: we collect no private, personal information unless you voluntarily supply it, nor do we sell names, etc. You are welcome to request a complete copy of our privacy policy:

info@themarmoleumstore.com or 866-MARMOLEUM