



Boden Surfaces™ a Division of the Rudiger Group Inc., Limited Warranty Document (the “**Limited Warranty**”)

### 1.1 Coverage

Subject to the conditions and limitations herein, Boden Flooring™, a division of the Rudiger Group Inc., 10330-117ave, Grande Prairie, Alberta, T8V 7S5, Canada (“**Boden**”), warrants its eligible products (the “**Product**”) as defined in Schedule A, to be free from manufacturing defects for the duration of time as defined in Schedule A, from the date of purchase, to perform per the conditions under the Product’s specified intended normal uses – detailed in the Products installation manual that was in effect at the time of installation of the Product; only if the product is installed according to the Product installation manual in effect at the time of installation. Unless otherwise specified, the National Floor Covering Association of Canada (“**NFCA**”) applicable reference manual(s) that was in effect at the time of installation of the Product shall dictate installation or service requirements of our resilient products.

A warranty claim under this Limited Warranty can only be made by the original owner and user of the property or unit in which the Product is incorporated (the “**End-user**”), and is not transferable or assignable to future and/or additional end-users of the Product unless prohibited by provincial or federal law.

### 2.1 Remedy

To submit a warranty claim, the End-user must provide a written warranty claim (a “**Claim**”), sent via registered mail to Boden, sent to the current mailing address of Boden (at the time of the Claim), within twenty (20) days of the alleged warranty defect. The Claim must include the Product’s original proof of purchase, the physical address where the Product is installed, a detailed description of the alleged warranty defect, and the name and contact information for the installers of the Product.

If the Product is found to be defective by a senior officer of Boden in writing, the End-user’s sole remedy and only obligation of Boden is to reimburse, to the End-user, an amount not to exceed the original cost of the Product (the “**Replacement Cost**”). All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term. See Schedule A for calculation example.

### 3.1 Installer / Owner Responsibly

The installer of the Product must carefully examine the Product to acknowledge acceptance of the color, finish and that there are no Product defects before installing. If the Product is not acceptable at the time of installation, the flooring should not be installed, until the installer or owner are satisfied with the product quality. Once the Product is installed, it is considered as acceptance by the installer and the owner.

The labels on each carton indicate product color, production number(s) and or date(s). The installer must confirm the product number, production number(s) and or date(s) on the cartons match PRIOR to installation. If there is a discrepancy, it must be resolved before the installation begins.

Per NFCA Specification Guide 09 65 00: “to alleviate problems resulting from the improper selection and or installation of resilient flooring, it is the consumer’s responsibility to be properly informed.”

The customer must understand and abide by the maintenance and service requirements of the Product.

The installer must read and fully understand the Product installation manual before installing the flooring. The installation must abide by the Product installation manual or the Product warranty is void.

#### 4.1 Conditions and Limitations

Boden reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided a reasonable duration of time to test, investigate and inspect the installation before making a determination of the applicability of this Limited Warranty to the Claim.

This Limited Warranty applies only to Product both sold and installed in Canada (excluding Quebec).

This Limited Warranty does **NOT** apply to:

- Products not installed in accordance to the Product installation manual.
- Products which have been re-used or installed and then re-installed.
- Improper installation of the Product.
- Damages caused during construction. The Product should be protected with appropriate temporary jobsite protective covering during construction, including temporary window coverings during construction to limit sun exposure.
- Change in gloss level, dulling, scratching, scuffing, chipping, or other normal intended use wearing of the Product surface. It is considered normal that the Product will change in gloss level, dull, scratch, scuffing and chip with normal intended use over time as the floor ages.
- Product expansion and contraction (dimensional change), as this is an inherent property of Thermoplastic (vinyl) and is to be expected.
- Exposure to temperatures of the Product and or surfaces and or ambient air and or substrate which are greater the floorings “service condition” range of a minimum +18°C to maximum +26°C, for the life of the product, including during installation & acclimation

- Exposure to relative humidity of the Product and or surfaces and or ambient air which is greater the Products “service condition” range of a relative humidity of no less than 40% and no greater than 60% for the life of the product, including during installation & acclimation
- Exposure to temperature changes of Product and or surfaces and or ambient air and or substrate which are greater the floorings “service condition” range of no more than 2°C per 24 hour period, for the life of the product, including during installation & acclimation
- Concrete slabs which not been tested and documented to achieve a slab relative humidity which is no greater than 75% when tested in accordance to ASTM F2170.
- Concrete slabs not meeting the minimum requirements of ASTM F710 (standard for preparing concrete floors to receive resilient flooring).
- Concrete slabs which not been tested and documented to achieve a pH of no less than 7 and no greater than 9.
- Damage caused to click profiles from wheelchair use.
- Use of an adhesive which is not listed in the approved adhesives section of the Products installation manual.
- Damage caused by pets.
- Damage due to accidents, abuse, improper usage or intentional damages or neglect.
- Discoloration due to temperatures exceeding those specified in the Product installation guide, fading from UV or sunlight.
- Though vinyl plank flooring itself is waterproof, the finished assembly (the installed product) is not waterproof as the seams where each plank connect are not completely sealed together. This is true for both click and especially glue down products without a click seam.
- Damage caused from hydrostatic pressure, moisture vapor emission, plumbing leaks, standing water, floods.
- Damage caused by use inappropriate floor cleaning products.
- Minor shading variances, color or texture differences not represented in dealer showroom samples or photos from websites or catalogs.
- Damage from improper storage, handling, or acclimation.
- Damage from fire, burns.

- Damage from mats or insulators which are not compatible with Product and therefor leave a marking, stain on the Product.
- Substrates, residuals, adhesives, pH levels greater than 7-9 which harm the Products plasticizer.
- Damage caused by an improper subfloor and or subfloor and or structural deflection
- Damage caused by low density, weak, crumbling concrete, concrete which does not meet the requirements set forth in the product installation manual.
- Staining from items which are not food grade.
- Damage, including dents, scratches, gouges, chips, scuffs caused by vacuum cleaners, rolling loads, appliances, wheels, furniture without proper floor protectors, furniture with a leg or contact surface which is smaller than 12"x12" (30cmx30cm) and thereby increases the point load on the Product, especially on click seams. Never drag items across floor.
- Damage from mold and mildew growth.
- The Product being installed in an exterior environment
- Damage caused by cleaning machines or equipment

### **5.1 Effective Date**

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Boden in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after May 1, 2022.

### **6.1 DISCLAIMER:**

NO OTHER WARRANTY TO THE END USER FROM BODEN IS EXPRESSED OR IMPLIED. BODEN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT, REGARDLESS OF CAUSE, SHALL BODEN BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER BASED ON THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY GIVES YOU SEPCIFIC LEGAL RIGHTS; SOME PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

### **Schedule A**

All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term.

Example i):

A 25 year residential warranty, will reduce in the maximum compensation value by 1/25 each year. If an approved claim is made in year 6, the maximum compensation value would be 19/25 (76%) of the original purchase price as defined in section 2.1.

Example ii):

A 10 year light commercial warranty, will reduce in the maximum compensation value by 1/10 each year. If an approved claim is made in year 6, the maximum compensation value would be 4/10 (40%) of the original purchase price as defined in section 2.1.

**Glue down Products:**

**ZimpleLay™ 2.0 / V3020**

25 year residential / 5 year light commercial.

**ZimpleLay™ 5.0 / V5045 / V5050 / V5050-XL**

30 year residential / 10 year light duty commercial.

**ZimpleLay™ 6.0**

30 year residential / 10 year light duty commercial.

**Click Products:**

**ZimpleClick™ 4.0 / 4+1**

25 year residential / 5 year light duty commercial.

**ZimpleClick™ S4050**

27 year residential / 7 year light duty commercial.

**ZimpleClick™ 5.0 / 5+1**

30 year residential / 10 year light duty commercial.