



LIMITED WARRANTY

Rikett™ warrants its Luxury Vinyl Tiles (LVT) to be free from manufacturing defects for 1 year from the date of purchase and have a limited warranty against wear through for a period of 15 (fifteen) years from the date of purchase under normal commercial foot traffic for the 0.55 wear layer and 10 (ten) years for the 0.30 wear layer. Wear out is defined as the complete removal of the pattern and wear layer due to normal foot traffic and routine and proper maintenance. Should the tiles experience wear through it is the owner's responsibility to contact the Company within 30 days of the discovery of the wear through defect. Failure to properly maintain the floor will void this warranty (see instructions).

This warranty does not cover dissatisfaction or problems due to:

- a) improper installations and/or improper maintenance;
- b) Installation over non-approved subfloors
- c) Problems arising from excessive moisture, alkali, or water pressure from the subfloor. (Refer to Installation Recommendations)
- d) Difference in color between products and samples, images or photographs.
- e) Visually or noticeably defective materials that have been installed.
- f) Change in gloss level due to use
- g) Discoloration due to U.V. light, heat sources.
- h) Surface scratches, changes in shading, texture, and/or gloss during use.
- i) Indentations from improper loading including high heels, spiked shoes, rolling loads, and furniture not using floor protectors.
- j) Damage caused by chemically reactive materials, carpet crocking, rubber or latex backed mats, dye, mold, stains, spillages, burns, gouges, scratches, indentations, floods, accidents, abuse, or any harsh scouring pads while buffing.
- j) use of harsh and acidic chemicals and abrasive chemicals;
- k) water spotting, harsh chemicals, petroleum adhesives or floor sealants or abuse;
- l) color variation between samples and/or printed illustrations and actual product;
- m) wear or product degradation resulting from unusual use, abuse or the installation environment.
- o) water damage, including water damage caused by flooding, standing water or leaking pipes and appliances.

Rikett™, or its representative must be given an opportunity to inspect and examine the alleged defect or wear to determine, in its sole and absolute discretion, whether such defect or wear resulted from other than normal and proper use.

Notwithstanding anything to the contrary herein, no Rikett™ product shall be accepted under a warranty claim prior to Rikett's inspection and written approval.

The warranty is limited to the replacement of Rikett™ Luxury Vinyl Tile products which are shown to be defective. All other warranties are disclaimed and the owner/end-user agrees not to advance any claim for any other measure of damage or loss. Rikett™ shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs.

The warranty does not cover damage to the materials or installation during or after delivery due to: (a) exposure to solvents, acids, or other harmful chemicals; (b) acts of negligence, misuse, or willful or accidental external influences including, but not limited to, vandalism, riot, or acts of war, cuts, gouges, punctures, stains, scratches, sharp objects and the like, cigarette or other burning agents, or discoloration caused by adhesive, maintenance materials, or tracking residue from other surfaces, or any other improper misuse of, or neglect, or accident in connection with the product or damage to the floor from narrow tipped heels.

Rikett™ shall not be liable under this limited warranty whatsoever unless:

- The Company is notified in writing within thirty (30) days of any occurrence which might give rise to a claim;
- The owner/end-user has obtained written authorization from Rikett to make repairs which may affect the integrity of the materials;
- The Company is first permitted to inspect the allegedly defective product;
- The material is installed according to the written instructions provided by the Company and used only as intended by Rikett

If, after inspection, Rikett™ determines that there has been a product defect or wear-through in the product within the year period(s) described in the first paragraph, the liability of Rikett™ and the remedy of the owner/end-user shall be limited, at the sole option of the Company to either: (a) delivery of repair or replacement material for the impacted area, or (b) credit to be applied towards the purchase of new material. The value of either remedy shall be pro-rated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall in no case exceed the original purchase price.

LIMITATION OF WARRANTY:

- 1. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
- 2. RIKETT™, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF ANY RIKETT™ PRODUCTS INCLUDING ANY INDIRECT,**

INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF RIKETT, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SELECTECH'S CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ANY RIKETT™ PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID TO SELECTECH FOR SUCH PRODUCT. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.

- 3. IN NO EVENT SHALL SELECTECH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY COSTS OR DAMAGES CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS, WAR, NOVELTY OF PRODUCT MANUFACTURE AND GOVERNMENTAL REQUIREMENTS.**
- 4. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR DAMAGES.**
- 5. NO AGENT OR REPRESENTATIVE OF RIKETT™ HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOT STATED HEREIN.**

Disclaimers:

- Reasonable variations in color and tone as generally accepted within the trade may occur between production runs and film lots and are not a defect.
- Instructions have been prepared to assist purchasers of Rikett Luxury Vinyl Tile in the recommended installation procedure. The installation guidelines represent a typical installation work procedure and the information contained herein is believed to be reliable. However, every site is different and Rikett™ does not claim to have covered all possible installation circumstances in these instructions. Please contact a qualified and experienced flooring professional to assist with any particular installation procedure.
- Rikett Quartz Flooring materials are not to be used in any manner or for any purpose not expressly identified by the Company.

Contact us at: <http://www.rikett.net> or 855-Rikett-7, (855-745-3887)