

# LIMITED LIFETIME RESIDENTIAL & 5-YEAR LIGHT COMMERCIAL WARRANTY

### STAIRS, TRIMS, AND TRANSITIONS

Performance Accessories is so confident in the design and durability of our laminate, vinyl, and wood flooring accessories that the company backs these products with a Limited Lifetime Residential, and 5-Year Light Commercial Warranty. Flooring accessories are limited to trims, moldings, transitions, stair treads, stair noses, stair caps, quarter rounds, and wall bases.

This warranty covers manufacturing defects in material and/or composition during the stated warranty period. Performance Accessories provides detailed information in product literature regarding appropriate applications and installation methods for its laminate, vinyl, and wood flooring accessories. Failure to comply with recommended applications and installation methods voids this warranty.

If a manufacturing defect is found, Performance Accessories will repair or replace the product, at its option. When replacement of the product is made, only new accessories from the current product range at the time of the complaint resolution will be supplied by the distributor or retailer. There will be no other form of compensation. Responsibility under this warranty applies only to hidden defects not visible before or during the installation of the product. If the product was professionally installed, Performance Accessories will cover reasonable labor costs. Performance Accessories can never be held liable and is not responsible for any incidental or consequential damages.

This product warranty only applies to manufacturing defects inherent to the material supplied. This means any material or production defects acknowledged by the manufacturer. It includes delamination or reduced resistance of the wear layer.

#### **UNDERLAYMENTS**

Performance Accessories warrants that our underlayment will conform to the published product specifications and is free from defects in manufacturing, materials, and workmanship for the life of the original installation (the "Limited Warranty Period"). Performance Accessories underlayments are subject to manufacturing tolerances. All installations must be conducted in strict accordance with the installation instructions provided by the flooring manufacturer, which includes acceptable subfloor types, flatness, moisture/temperature, expansion requirements, and limitations. This warranty is null and void if the product has been punctured, penetrated, ripped, or torn during or before installation. Flooring product shrinkage and expansion cannot be controlled by Performance Accessories underlayment, and should shrinkage or expansion occur to the flooring, Performance Accessories is not responsible.

#### **EXCLUSIONS TO THIS WARRANTY**

This warranty does not apply in the following conditions:

- Laminate, vinyl, or wood flooring accessories that have been put to abnormal use or conditions or abused in any way. "Abnormal use or conditions" includes, but is not limited to, water damage from plumbing, storms, or floods; damage from smoke, fire, or other events; damage caused by negligence; improper alterations of the original manufactured product. "Abuse" is any use of the flooring accessory that is unreasonable considering normal and expected uses for a flooring accessory in a residential environment.
- · Product damage caused by installation errors.
- Scratching during or after installation.
- · Color discrepancies between products, samples, and photographs.
- Texture and gloss discrepancies between accessories products and flooring.
- Damage from exposure to extreme heat or sunlight.
- Damage caused by moisture left on or around the wall base, transitions, and trims.
- Damaged caused by moisture from behind the wall or hydrostatic pressure through floor.
- · Standing water before or after installation.
- Moisture in the slab exceeding the ranges specified in this document or the manufacturer's installation instructions.
- Stains as a result of chemical or industrial products (other than recommended cleaners).



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- Failures or damages resulting from installation errors or neglect.
- · Unlevel subfloors not addressed per the manufacturer's installation instructions.
- Atmospheric conditions found to be outside of the manufacturer's tolerances including, but not limited to, excessive high
  or low air temperature and humidity.
- Failure to follow the Performance Accessories underlayment installation instructions.
- · Failure to follow the flooring manufacturer's installation instructions.
- Any outdoor installations.

This warranty applies only to the first owner and the first installation of the product and may not be transferred. The "first owner" is the person stated as the buyer on the purchase documents. This warranty applies only to first quality Performance Accessories brand products installed in a private residence and according to the manufacturer's recommended installation instructions.

For service under this warranty please contact your local Performance Accessories retailer. Describe the problem and, in many cases, the retailer can provide you with a solution. To qualify for repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase.

For installation, maintenance, and technical questions please call 800-325-7062.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, AND PERFORMANCE ACCESSORIES AND ITS OWNERS, PARENTS, AND AFFILIATES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE TO CERTAIN CLASSES OF BUYERS OR TO CERTAIN PRODUCTS. TO THE EXTENT ANY IMPLIED WARRANTY APPLIES, ITS DURATION IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND DEPENDING ON THE LAW APPLICABLE TO YOUR PURCHASE. PERFORMANCE ACCESSORIES WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

This warranty only applies to inherent defects that were not visible before or during the installation of the flooring.