

# 12-Month Installation Warranty

## THE HOME SERVICE STORE, INC.® (HSS®) LIMITED EXPRESS WARRANTY

### What is Covered by the Warranty

The installing contractor warrants that all work related to the installation of Floor & Decor Outlets of America products (the "Products") substantially conforms to the manufacturer's recommendations for installation and follows Industry standards and quality guidelines. For a period of one (1) year from the date of substantial completion of the installation, upon notice to HSS, HSS will repair or re-install the Product, in The Home Service Store's sole discretion, in the event the installation is shown to have been inconsistent with Industry Standards. Excluded is any defect that was apparent or ascertainable at the time of the original installation. The owner agrees to accept a reasonable Product match in the event of such a repair if the original Product is no longer available. In the event additional Product is needed, the customer shall supply all necessary materials, including replacement Product.

### What is Not Covered

This Limited Warranty does not cover the following items:

- A. Damage resulting from fires, storms, electrical malfunctions, accidents, floods, sub-grade moisture conditions, or acts of God;
- B. Damage from moisture of any kind;
- C. Damage from alterations, misuse, or abuse of the covered items by any person;
- D. Damage from the owner's failure to observe any instructions furnished by the installer and/or manufacturer for specific product recommendations including failure to control humidity and temperature levels within the home;
- E. Damage resulting from a malfunction of equipment or lines of the telephone, gas, power, alarm systems or water companies;
- F. Any items listed as non-warrantable conditions; and
- G. Any item furnished by the owner.

### Remedies and Limitations

- A. The owner understands that the sole remedies under this Limited Warranty agreements are for repair or re-installation as set forth herein to be completed by the original installer whenever possible.
- B. With respect to any claim whatsoever asserted by the owner against the installer, the owner understands that the owner will have no right to recover or request compensation for, and the installer shall not be liable for, any of the following items:
  - 1. Incidental, consequential, secondary, or punitive damages;

- 2. Damages for aggravation, mental anguish, emotional distress, or pain and suffering; or
- 3. Attorney's fees or costs.
- C. The installer hereby limits the duration of all express and implied warranties, including but not limited to, the warranty of workmanship (and fitness for particular purpose if materials supplied by the installer), to one (1) year from the date of installation or substantial completion of the installation, whichever period is shorter.
- D. These limitations shall be enforceable to the extent permitted by law. Some states do not allow the exclusion of limitation of incidental or consequential damages or the limitations of implied warranties, so the limitations or exclusions listed above may not apply.

### How to Obtain Service

If a problem with the installation develops during the warranty period, the owner should notify HSS in writing at 80 West Street, Suite 104, Rutland, VT 05701 of the specific problem. The written statement of the problem should include the owner's name, address, telephone numbers and a description of the nature of the problem. HSS will investigate the claim promptly. Repair work will be done during normal working hours except where delay will cause additional damage. The owner agrees to provide access to the house and to make available during the work a responsible adult with the authority to approve the repair and sign and acceptance of repair ticket upon completion of the repair.

### Specific Legal Rights

This Limited Warranty gives the owner specific legal rights, and the owner may also have other rights that vary from state to state.

### Where to Get Help

If the owner wants he/she should contact Floor & Decor Installation Services (HSS) at 1-877-477-1017.

### The Only Warranty Given by the Installer and HSS

The owner acknowledges (a) that the owner has thoroughly examined the installation (b) the owner has read and understands the Limited Warranty, and (c) the installer and HSS have made no guarantees, warranties, understandings, or representations (nor have any been made by any representatives thereof) that are not set forth in this document.