

RITZ FLOORING LVT LIMITED COMMERCIAL WARRANTY

The Ritz Flooring Limited Commercial Product Warranty (the "Product Warranty") covers all Ritz Flooring 2-5 mm Luxury Vinyl Flooring products purchased by Buyer from Ritz Flooring, Inc. ("Ritz Flooring") for ten (10) years from the time of purchase (the "Product Warranty Period"). Under the terms of the Product Warranty, Ritz Flooring will replace any applicable product in the event that, under normal commercial use, the product wears out or develops a significant loss of pattern or color.

1. **LIMITED PRODUCT WARRANTY** - THE PRODUCT WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. RITZ FLOORING MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
2. **NOTICE AND PROCEDURE** - Written notice of any claimed defect must be reported by Buyer within thirty (30) days of its discovery. Notice may be made to Ritz Flooring, Inc., 15001 Oxnard Street, Van Nuys, CA 91411. Such notice must be received by Ritz Flooring within the Product Warranty Period. In the event that products have visible defects at the time of installation, Ritz Flooring must receive written notice within fifteen (15) days of installation. Notice must be accompanied by a copy of the original invoice. Upon receipt of the notice, Ritz Flooring may send an agent to verify and determine the extent of any defect.
3. **LIMITED REMEDY** - Buyer's sole remedy under the Product Warranty shall be limited to the supply of replacement products for the defective material without charge or, at Ritz Flooring's option, a refund of the product's purchase price. Replacement product shall issue from Ritz Flooring's regular product lines, and Ritz Flooring makes no guarantee that the same flooring product will be available at any time for replacement purposes. Ritz Flooring will supply as replacement product new goods of the same or similar color, design and grade as the defective product. Correction of any defect by replacement or by refund shall be issued within a reasonable commercial time. Any services provided as part of this Product Warranty shall not extend or restart the Product Warranty Period. THE PRODUCT WARRANTY SHALL NOT APPLY TO CONSEQUENTIAL OR INCIDENTAL EXPENSES RELATED TO ANY DEFECTIVE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY EXPENSES INCURRED IN THE DISCOVERY, REMOVAL OR REINSTALLATION OF THE AFFECTED MATERIAL, SUCH AS LABOR COSTS, LOSS OF TIME, INCONVENIENCE, OR PROPERTY DAMAGE.

4. **LIMITATION OF LIABILITY** - Ritz Flooring shall not be liable in contract, in tort (including negligence), or otherwise for damage, loss of property, loss of use of property, loss of profits, loss of revenue, claims by customers or agents of Buyer, or for any other special, indirect, incidental or consequential damages whatsoever. Under no circumstances shall Ritz Flooring's liability exceed the purchase price of the goods in respect of which damages are claimed.
5. **NON-TRANSFERABLE** - The Product Warranty applies only to the Buyer and the original installation site, and may not be transferred.
6. **PRODUCT SUITABILITY** - Ritz Flooring is not responsible for determining or guaranteeing the suitability of the goods for the uses and applications contemplated by Buyer other than as stated in the Ritz Flooring Luxury Vinyl Maintenance Program (the "Maintenance Program") in the form attached hereto. Such determination shall be the sole responsibility of Buyer.
7. **EXCLUSIONS** - The Product Warranty does not apply to products with slight color or texture variation from factory samples, or to products with visible defects at the time of installation absent proper notification under Paragraph 2 above. The Product Warranty does not apply to any scratches, discoloration or other damage caused by any of the following:
 - a. Water or moisture, including but not limited to water or moisture trapped beneath the floor, whether due to improper sub-flooring, hydrostatic pressure, the presence of alkalis, or other conditions, and to water or moisture left on the floor, whether due to leaks, humidity, or other conditions.
 - b. Sunlight, excessive heat, fire, smoke, or any other contact by lit or heated objects.
 - c. Subsidence, earthquake, or any other change in the building's foundation or level.
 - d. Improper cleaning, including machine scrubbers, floor buffers, steel pads, vacuum cleaner beater bars or any techniques other than those recommended by Ritz Flooring under its Maintenance Program.
 - e. Improper use, including furniture and castor wheels moved or protected in a manner other than that recommended by Ritz Flooring under its Maintenance Program.
 - f. Chemical substances other than those recommended by Ritz Flooring under its Maintenance Program, whether intentionally or negligently applied.
 - g. Abnormal use, including intentional abuse or alteration by any actor, whether or not an agent of Buyer.
 - h. Cuts, tears, or punctures caused by sharp objects, including indentations caused by heavy point-loading, such as by high heels.
 - i. Improper installation, including the use of any adhesive other than an adhesive recommended by Ritz Flooring.
8. **APPLICABLE LAW** - The Product Warranty grants to Buyer specific legal rights. Buyer may have additional rights under state or federal law.

