

LIMITED WARRANTY  
GERFLOR® FLOOR COVERINGS WITH DRY-TEX SYSTEM  
- WARRANTY OF 15 YEARS -

**Gerflor Dry-Tex™ Product(s) Warranty Under the Following Terms and Conditions**

Subject to the terms and conditions set forth below, Gerflor USA, Inc (hereafter "GERFLOR") grants to Customer this Limited Warranty. GERFLOR warrants that the integrated system of floor covering using one of the following products: (1) Sport M Plus Dry-Tex™, (2) Sport M Performance Dry-Tex™, or (3) Mipolam Premium Dry-Tex™ (hereafter the "Product"), and installed with GERPUR adhesive (hereafter collectively, the "System"), will be free from manufacturing defects for a period of fifteen (15) years from the date of installation, under the terms hereafter defined, and provided that the Product was installed per GERFLOR written instructions, used under normal conditions and was properly maintained on a regular basis. The Limited Warranty extends only to the original Customer and is not transferable.

This Limited Warranty may by no means be applied if the underlying floor support's condition and the method of installation do not strictly comply with customary procedures of the trade and GERFLOR's specifications for the System's installation as provided to the Customer or available at [www.gerflorusa.com](http://www.gerflorusa.com), including but not limited to:

- System is warranted to perform up to a maximum condition of 25 lbs MVER according to ASTM F1869 or 100 % RH according to ASTM F2170 and will resist to a range of pH from 6 to 14.
- System is warranted not to promote mold growth on, within and directly under the installed flooring.
- The Dry-Tex™ and GERPUR Adhesive must be used within the shelf life specified in the most current installation recommendations published by GERFLOR.
- The System must be installed for a suitable and compatible use, unless a different use is approved in writing by GERFLOR at the time the SYSTEM is purchased. You, along with the owner, contractor, and/or subcontractor, assume all risk and liability arising from any other use and assume all risk and liability unrelated to actual performance of either the product or the System as defined within this document.
- All System components must be used together.
- The components of the System must be not be mixed or used in combination with any other product that is not manufactured by GERFLOR or its affiliated companies or approved in writing by GERFLOR.
- Installation and application must be performed by installers certified by GERFLOR.
- The state of the substrate and the method of installation must comply strictly with normal codes of practice and with GERFLOR's specifications as set forth in the most current installation recommendations published by GERFLOR.

**Note: The use of GERPUR adhesive is an essential component of the System. GERFLOR cannot guarantee the same level of performance from a different adhesive. Therefore, if the Customer chooses to use a different adhesive, GERFLOR can make no warranties regarding mold growth on, within, or directly under the installed flooring. Further, if the Customer chooses to use a different adhesive, GERFLOR warrants that the Product will be free from manufacturing defects for a period of fifteen (15) years from the date of installation, subject to all terms and provisions herein.**

GERFLOR must be permitted to inspect an installation site and obtain samples from the material, the adhesive, or the substructure below before determining the validity of a claim.

Testing of the slab, if a failure occurs, will be solely at Customer's expense. Test results from a qualified independent source must be provided to GERFLOR in full upon completion results shall include, in the event of a claim implicating moisture levels, tests of moisture levels in the slab. It is understood that test results may vary at any moment and only determine the conditions at the time of testing. Therefore, GERFLOR reserves the right to utilize other information during investigation for evidence of conditions causing either directly or indirectly a confirmed failure. GERFLOR retains the right to perform its own testing if deemed necessary.

This Limited Warranty **does not cover** damages caused, completely or in part, by situations outside of GERFLOR's control, including but not limited to damages caused by:

- Use of material in a manner for which it was not designed;
- Fire, explosion, specific weather conditions or natural catastrophes;
- Faulty installation;
- Accidents or other fortuitous events;
- Normal wear and tear;
- Errors in design or construction of the installation site;
- Defective adhesive or faulty gluing leading to a lack of adhesion between the Product and the floor support, whether it be cement or any other material, due to an increase in humidity, presence of moisture above 25 lbs or 100 %RH, trapped water vapor or otherwise;
- Defective floor support;
- Defective or absent "vapor barrier";
- Failure by the companies or individuals responsible for the installation to comply with specifications and rules of the trade;
- Defective joints and soldering;
- Negligence, inadequate cleaning or inappropriate maintenance procedures;
- The absence of furniture leg floor protection or insufficiency thereof, or any abusive use of the floor covering.



This Limited Warranty does not cover the following damage:

- Unpredictable wear and tear on certain areas;
- Deterioration of shine for whatever reason;
- Change in the Product's initial appearance, particularly in heavy traffic areas and areas subjected to excessive wear and tear due to sand, gravel grit and grime in and around the buildings being brought inside;
- Tinting or fading of the Product due to sunlight, heat or otherwise;
- Injury or loss of life;
- Spots, cuts, scratches, dips, grooves, scrapes, perforations, tears, indentations caused by loads greater than the specified static weight limit, burn marks, fading caused by carpet dye residue, rubber underside or other synthetic material used for carpets or doormats, painted or asphalted surfaces.

The sole recourse against GERFLOR under this Limited Warranty, following installation of the System will be the supply by GERFLOR of a replacement product of substantially equal quality to the Product from the existing line of GERFLOR products on the claim date, **excluding installation and removal costs, and only for the portion of the Product that is defective** (following inspection and verification by GERFLOR). **Any other compensation, for damages or otherwise, of whatever nature, or under any theory is excluded from this Limited Warranty.**

The replacement product will be supplied at no charge, excluding installation and removal costs, under the terms set forth in this Limited Warranty.

### WARRANTY AND LIABILITY LIMITS

**THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY. GERFLOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY IN SUCH STATE OR JURISDICTION**

**TO THE FULL EXTENT PERMITTED BY LAW, GERFLOR IS NOT AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, WHETHER ARISING IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF USE, DAMAGE TO OTHER PROPERTY, THE COST OF REMOVING AND REINSTALLING GERFLOR SPORTS FLOORING, ATTORNEYS' FEES, AND ANY LIABILITY YOU MAY HAVE WITH RESPECT TO ANY OTHER PERSON, EVEN IF GERFLOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF GERFLOR SHALL BE THE SUPPLY OF REPLACEMENT FLOORING TO THE EXTENT SPECIFIED IN THIS LIMITED WARRANTY AND PAY FOR REMOVAL AND INSTALLATION OF THE DAMAGED AREA. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATE OR JURISDICTION. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER LAW, WHICH MAY VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.**

### TIME LIMIT FOR PLACING A CLAIM

To be admissible, all claims under this Limited Warranty must be made **by registered mail with return receipt** addressed to GERFLOR, at the address indicated at the top of this warranty, **accompanied by the purchase invoice** for the Product, within **THIRTY DAYS** following discovery of the claimed defect and within the aforementioned warranty time limit. If any clauses of this Warranty conflict with the law of a given jurisdiction, that clause will be considered inapplicable with the remaining text of the Warranty remaining unaffected.

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice of law principles. All disputes that may arise between Customer and GERFLOR relating in any way to this Limited Warranty, to the extent such disputes cannot be resolved by negotiation between Customer and GERFLOR, shall be decided by arbitration carried out in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. In the event of such a dispute, arbitration may be initiated by a request for arbitration by either party hereto addressed to the other party and shall be completed within sixty (60) days of such request unless extended because of unavailability of an arbitrator or other events beyond the control of either party. The arbitrator shall be chosen by mutual agreement of the parties and, in the event the parties cannot so agree, either party may file a written application to have the arbitrator designated by the American Arbitration Association. The arbitration proceeding shall take place in Chicago, Illinois or such other location as the parties shall agree and shall be conducted in accordance with the Commercial Arbitration "Expedited" Rules of the American Arbitration Association. The arbitrator shall have all powers necessary to determine the issues presented, including without limitation, but subject to the terms of this Limited Warranty, any damages. The decision of the arbitrator shall be final and conclusive, both as to costs and the merits, and the parties agree that they shall be bound by the decision.

Warranty	System Chart		
15 Years	Sport M Plus Dry-Tex + GERPUR adhesive	Sport M Performance Dry-Tex + GERPUR adhesive	Mipolam Premium Dry-Tex + GERPUR adhesive