



Bergmann Flooring™ a Division of the Rudiger Group Inc., Vinyl Plank Limited Warranty Document (the “**Limited Warranty**”)

### 1.1 Coverage

Subject to the conditions and limitations herein, Bergmann Flooring™, a division of the Rudiger Group Inc., 10330-117 Ave, Grande Prairie, Alberta, T8V 7S5, Canada (“**Bergmann**”), warrants its eligible products (the “**Product**”) as defined in Schedule A, to be free from manufacturing defects for the duration of time as defined in Schedule A (from the date of purchase), to perform per the conditions of the Product’s specified, intended, and normal uses – detailed in the Product Installation Manual and Product Care and Maintenance Guide that was in effect at the time of installation of the Product; only if the Product is installed according to the Product Installation Manual in effect at the time of installation and only if the Product is maintained in accordance with the Product Care and Maintenance Guide that was in effect at the time of installation of the Product for the life of the Product. Damages that result from improper installation and/or maintenance of the Product are not covered under this Limited Warranty.

A Warranty claim under this Limited Warranty can only be made by the original owner and user of the property or unit in which the Product is incorporated (the “**End-user**”) and is not transferable or assignable to future and/or additional End-users of the Product unless prohibited by provincial or federal law.

### 2.1 Remedy

To submit a warranty claim, the End-user must provide a written warranty claim (“**Claim**”) to Bergmann by registered mail within twenty (20) days of discovering the alleged warranty defect. The Claim must include: (i) the original proof of purchase; (ii) the physical address where the Product is installed; (iii) a detailed description of the alleged defect; (iv) the date of installation; (v) four (4) full-size uninstalled pieces of the Product for inspection and/or testing; and (vi) the name and contact information of the installer(s).

If, after review, a senior officer of Bergmann determines in writing that the Product contains a defect covered by this Limited Warranty, **the End-user’s sole and exclusive remedy, and Bergmann’s only obligation, is to provide replacement Product only.** Replacement Product will be of the same color and type if available. If the original Product is no longer available or has been discontinued, Bergmann may, at its sole discretion, provide a similar Product from its then-current range. No refunds, reimbursements, credits, or monetary compensation of any kind will be provided under any circumstances.

Replacement Product will be shipped at no cost to the End-user to the dealer from which the End-user originally purchased the flooring (“**Dealer**”). The End-user is responsible for transporting the replacement Product from the Dealer to the installation site.

This Limited Warranty does not cover any labor or additional costs associated with the removal, replacement, installation, servicing, or handling of the Product. The following costs and expenses are expressly excluded and will not be paid or reimbursed by Bergmann:

Original installation labor; replacement or reinstallation labor; removal or remediation; disposal; moving or handling of appliances, furniture, or fixtures; disconnecting or reconnecting appliances or devices; removal or replacement of baseboards, trims, mouldings, or casings; painting; cleaning; subfloor repair or replacement; loss of time; inconvenience; and all incidental, consequential, or similar damages or expenses.

Bergmann's total liability under this Limited Warranty is limited strictly to the replacement of the affected area of Product only.

All warranty terms in this document are pro-rated. For each year that passes, the maximum Product coverage is reduced proportionally by 1 divided by the warranty term. See Schedule A for calculation examples.

### 3.1 Release

Upon payment the Product Cost in response to a Claim, the End-user and their respective heirs, executors, administrators, trustees, successors, predecessors, corporate affiliates, corporate subsidiaries, representatives and assigns, and anyone else claiming through or on behalf of them, do hereby completely and irrevocably release and forever discharge **Bergmann** and its respective owners, principals, directors, officers, employees, agents, insurers, affiliates, subsidiaries, successors, heirs, executors, trustees, administrators and assigns (collectively, the "**Bergmann Releasees**") of and from any and all actions, causes of action, suits, debts, sums of money, claims, demands, damages and costs of any kind or nature whatsoever, at law or in equity, which they ever had, now have or may have against the Bergmann Releasees arising out of or connected to the Claim for which the Product Cost was issued.

### 4.1 Installer/Owner Responsibility

The End-user of the Product must carefully examine the Product to acknowledge acceptance of the color, and finish and that there are no Product defects before installing. If the Product is not acceptable at the time of installation, the flooring should not be installed, until the End-user is satisfied with the Product's quality. Once the Product is installed, it is considered accepted by the End-user.

The labels on each carton indicate Product color, production number(s), and or date(s). The End-user must confirm that the Product number, production number(s), and or date(s) on the cartons match prior to installation. If there is a discrepancy, it must be resolved before the installation begins.

Per NFCA Specification Guide 09 65 00: "[...] to alleviate problems resulting from the improper selection and or installation of resilient flooring, it is the consumer's responsibility to be properly informed."

The End-user, or the installer they retain must understand and abide by the maintenance and service requirements of the Product.

The End-user, or the installer they retain must read and fully understand the Product Installation Manual before installing the flooring. The installation must abide by the Product Installation Manual or this Limited Warranty is void.

Unless otherwise specified in the Product Installation Manual and or the Product Care and Maintenance Guide, the National Floor Covering Association of Canada (“**NFCA**”) applicable reference manual(s) that was in effect at the time of installation of the Product shall dictate the installation or service requirements of the Product.

Unless otherwise specified in the Product Installation Manual and or the Product Care and Maintenance Guide, the *American Society for Testing and Materials (“ASTM”)* and or the *International Organization for Standardization (“ISO”)* applicable reference manual(s) and or standard(s) which were in effect at the time of installation of the Product shall dictate the manufacturing tolerances of the Product.

## 5.1 Conditions and Limitations

**Bergmann** reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided with a reasonable duration of time to test, inspect, investigate, obtain site specimens, and contact related parties, before making a determination of the applicability of this Limited Warranty.

This Limited Warranty applies only to Products both sold and installed in Canada (excluding Quebec).

This Limited Warranty does **NOT** apply to the following:

- Products not installed in accordance with the Product Installation Manual;
- Products which have been re-used or installed and then re-installed;
- Improper installation of the Product;
- Damages caused during construction. The Product should be protected with appropriate temporary job-site protective covering during construction, including temporary window coverings to limit sun exposure;
- Changes to gloss level, dulling, scratching, scuffing, chipping, or other normal wear-and-tear of the Product surface. It is considered normal that the Product appearance will change in relation to the above factors with age;
- Product expansion and contraction (dimensional changes), as this is an inherent property of Thermoplastic (vinyl) used in the Product;
- Exposure of the Product to temperatures, surfaces, ambient air, and or substrate which are greater than the Product’s “service condition,” (a range of a minimum of 18°C to a maximum of 26°C), for the life of the Product, including during installation and acclimation;
- Exposure of the Product to relative humidity, surfaces, and/or ambient air that is greater than the Product’s “service condition” (a range of relative humidity of no less than 40% and no greater than 60%) for the life of the Product, including during installation and acclimation;
- Exposure of the Product to temperature changes, surfaces, ambient air, and or substrate which are greater than the Product’s “service condition,” (no more than 2°C per 24-hour period), for the life of the Product, including during installation and acclimation;

- Concrete slabs which not been tested and documented to achieve a slab relative humidity (no greater than 75% when tested in accordance with ASTM F2170);
- Concrete slabs not meeting the minimum requirements of ASTM F710 (the standard for preparing concrete floors to receive resilient flooring);
- Concrete slabs which not been tested and documented to achieve a pH of no less than 7 and no greater than 9;
- Damage caused to click profiles from wheelchair use;
- Use of an adhesive that is not defined in the Products Installation Manual
- Damage caused by pets;
- Damage due to accidents, abuse, improper usage, intentional damages, or neglect;
- Discoloration due to temperatures exceeding those specified in the Product Care and Maintenance Guide;
- Fading from UV or sunlight;
- Water damage caused by hydrostatic pressure, moisture vapor emission, plumbing leaks, wet mopping, floods, standing water, or casualty events (although vinyl plank flooring itself is waterproof, the finished assembly (the installed Product) is not waterproof as the seams where each plank connect are not completely sealed together. This is true for both click and glue-down Products without a click seam);Damage caused by the use of inappropriate floor cleaning products;

- Shading variances, and color or texture differences which were not represented in dealer showroom samples or photos from websites or catalogs;
- Damage from improper storage, handling, or acclimation of the Product;
- Damage from fire;
- Damage from mats or insulators which are not compatible with the Product (and therefore leave a marking or stain on the Product);
- Damage caused by an improper subfloor and or structural deflection;
- Damage caused by concrete that does not meet the requirements set forth in the Product Installation Manual;
- Staining;
- Damage, including dents, scratches, gouges, chips, and scuffs caused by vacuum cleaners, rolling loads, appliances, wheels, furniture without proper floor protectors, and furniture with a leg or contact surface which is smaller than 12"x12" (30cmx30cm) (which would increase the point load on the Product, especially on click seams). Never drag items across the floor;
- Damage from mold and/or mildew growth;
- Damage from the Product being installed in an exterior environment;
- Damage caused by cleats, skates, spiked or high-heel shoes.

## 6.1 Effective Date

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of **Bergmann** in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after June 13, 2023.

## 7.1 DISCLAIMER:

NO OTHER WARRANTY TO THE END-USER FROM BERGMANN IS EXPRESSED OR IMPLIED. BERGMANN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT, OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF CAUSE, SHALL BERGMANN BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY

KIND, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER BASED ON THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS; SOME PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY.

#### **Schedule A**

All warranty dates listed in this document are prorated. Each subsequent passing year, the maximum compensation is reduced by 1 divided by the warranty term.

##### *Example I)*

A 25-year residential warranty will reduce the maximum compensation by  $1/25$  each year. If an approved Claim is made in year 6, the maximum compensation would be  $19/25$  (76%) of the total eligible compensation as defined in section 2.1.

##### *Example II)*

A 10-year light commercial warranty will reduce the maximum compensation by  $1/10$  each year. If an approved Claim is made in year 6, the maximum compensation would be  $4/10$  (40%) of the total eligible compensation as defined in section 2.1.

#### **Bergmann Floor™ Click SPC Vinyl Plank**

25 years residential use

#### **Bergmann Floor™ Glue Down Vinyl Plank**

30 years residential use

10 year light duty commercial use