



Product collection name: **Everlife™ – Hybrid Rigid Core**

Product form: **Hybrid Rigid Core**

MSI warrants to the original purchaser that its Everlife™ Waterproof Hybrid Rigid Core is free of manufacturing defects from the date of purchase for the length of time specified for the product. A defect is defined as shortfall in the product to perform to specifications. The warranty also states that for the length of the warranty the surface will not wear through to the décor under normal use. This flooring is to be used in indoor, dry, climate-controlled areas only. The warranty applies to the original purchaser only and is non-transferable.

Smithcliffs™ Series = Lifetime limited residential with petproof warranty*, 15 year limited light commercial, and 10 year limited commercial.

***Petproof Warranty:**

MSI product warrants to the original residential purchaser and individual homeowner, that the floor will resist staining caused by pet stains. Stain resistance provides to minimize permanent stains for the warranty period, so long as the homeowner adheres to the required protocols as outlined in the Care & Maintenance guide. Accidents need to be cleaned up promptly upon discovery and should not be allowed to be in contact with the flooring for over 24 hours. Prolonged exposure to the accidents will result in progressively greater difficulty in their removal. Damages beyond staining of the floor-covering product is not covered. This warranty is the sole warranty extended for this product.

The warranty does not cover:

- **Improper installation:** Noncompliance with installation guidelines as set forth by MSI. This includes issues relating to installing the wrong product, unsuitable sub-floor, improper conditioning of jobsite and flooring material, technique, improper adhesives, exposure to extreme temperatures and sunlight during installation, improper spacing, planks that have not been fully engaged during locking resulting in gaps, etc.
- **Improper Use or Abuse:** Includes issues from mishandling the product, physical or chemical abuse, improper care and maintenance, high heels, pet nails, installing residential product in a commercial environment, etc.
- Events beyond everyday household spills including but not limited to, leaks from appliances and plumbing, flooding, excessively wet maintenance, standing water (water that remains on the floor).
- Fading or discoloration or other damage due to excessive temperatures or sunlight.
- Flooring installed on stairs.
- Damage caused by water or moisture in the subfloor or underneath the flooring.
- Flooring that is not maintained in accordance with MSI Care and Maintenance guidelines.

MSI disclaims any and all other warranties, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Everlife™ is a manufactured product, and is subject to variations due to an inherent variability in raw materials and production processes. Certain tiles may have higher levels of variations. All material should be inspected prior to installation. Visual defects or nonconformities apparent prior to installation will void this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 14 days of defect discovery will void this warranty.

MSI's liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB MSI facility or, at MSI's option, refund of the purchase price of such defective goods. If product is unavailable or discontinued, MSI reserves the right to select and supply similar material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property.

Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out of the sale of this tile must be filed within 14 days from the date of MSI's alleged breach. Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against M S International Inc.

This warranty gives you specific rights and you may also have other rights, which vary from state to state. For additional information about this product collection, please refer to www.msifaces.com or contact the dealer.

All inquiries concerning the above may be sent to: MSI 2095 N Batavia St, Orange, CA. 92865