

All Pro Floors, LLC Limited Warranty

NOTICE

This warranty is in lieu of any other warranty, express or implied. Any implied warranties, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived.

This warranty shall be null and void and All Pro Floors, LLC shall not be liable for any damages or expenses, if the Owner does not first grant All Pro Floors, LLC access to the premises and the opportunity of All Pro Floors, LLC to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by replacement contractor.

WHAT IS COVERED:

All Pro Floors, LLC warrants that the improvements are reasonably free of defects and within customary tolerances of the flooring industry and conform to AZ ROC standards for installation. "Customary tolerances of the flooring industry" means tolerances common and expected in the flooring industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors under contract with All Pro Floors, LLC including the crew of All Pro Floors, LLC.

All Pro Floors, LLC warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans and specifications. If any defects are found, All Pro Floors, LLC shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part or area that is defective. All Pro Floors, LLC shall start corrective work within a reasonable time after written notice from the owner. All Pro Floors, LLC shall have the option of repairing or replacing at its election

TRANSFERABILITY

This warranty applies to the original owner and may be transferred to any subsequent owner within the initial two (2) years period after substantial completion.

MATERIAL

All Pro Floors, LLC assigns (to the extent they are assignable) and conveys to Owner all manufacturers' and suppliers' warranties on all goods and materials. All Pro Floors, LLC may provide materials and goods that have been manufactured and or furnished by third party vendors, supply houses, distributors and manufacturers ("Products"). All Pro Floors, LLC will use its best efforts so that such products are new and purchased from reputable suppliers. All Pro Floors, LLC agrees to properly install such materials.

In the event a product supplied to owner by All Pro Floors, LLC is considered defective by the Owner, All Pro Floors, LLC shall use its best efforts to contact the supplier or manufacture and receive a free replacement. All Pro Floors, LLC shall then within a reasonable time reinstall that product without charge to the owner.

All Pro Floors, LLC did not manufacture such products. All pro Floors, LLC warrants its services and workmanship only. Accordingly, All Pro Floors, LLC cannot warrant or guarantee these products themselves. All Pro Floors, LLC will not be liable for latent defects in any product (not observable on reasonable inspection). Owner's sole remedy for defective products, other than the obligation of All Pro Floors, LLC to replace same, is against such third party vendors and their warranties if any. This limitation applies and a warranty is not deemed made, even if All Pro Floors, LLC has furnished the Owner with product brochures, literature or samples. Nor shall All Pro Floors, LLC be liable for dangerous products, design defects in products, or defective warnings. However, All Pro Floors, LLC shall lend assistance in setting any claim resulting from defects in these products.

HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, Owner shall notify All Pro Floors, LLC in writing of the specific problem. Owner shall give such notice promptly after first discovering the condition. All Pro Floors, LLC will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during normal working hours, except where delay will cause additional damage. Owner agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair completion.

There shall be no charge for the costs and expenses of examination or inspection by All Pro Floors, LLC, whether a defect is found or later repaired or replaced. The work will be done by All Pro Floors, LLC crew or whatever competent workman or subcontractor as designated by All Pro Floors, LLC.

REMEDIES

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: Incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

Owner should notify All Pro Floors, LLC within a reasonable period after first knowledge of a problem, not to exceed sixty (60) days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the two (2) year warranty term expires.

CERAMIC AND PORCELAIN FLOOR INSTALLATION WARRANTY

All Pro Floors, LLC warrants the workmanship of your Ceramic Floor installation for two (2) years after the completion of work. Should any defects due to faulty workmanship become apparent, All Pro Floors, LLC will correct the problem free of charge. Product defects are covered by the manufacturer's warranty. This warranty covers only the installation provided by All Pro Floors, LLC. This warranty does not cover damage caused by abuse, neglect, improper use, cleaning agents or by loose lay installation. Types of service provided at no extra charge under the terms of the warranty include repair of seams which gap, repair of transitional moldings, removal of air bubbles and loose grout. This warranty does not apply to repair caused from abuse, floods, improper maintenance or foundation settling.

HARDWOOD, VINYL, LAMINATE FLOOR INSTALLATION WARRANTY

All Pro Floors, LLC warrants the workmanship of your Hardwood Floor installation for two (2) years after the completion of work. Should any defects due to faulty workmanship become apparent, All Pro Floors, LLC will correct the problem free of charge. Product defects are covered by the manufacturer's warranty. This warranty covers only the installation provided by All Pro Floors, LLC. This warranty does not cover damage caused by abuse, neglect, improper use, cleaning agents or by loose lay installation. Types of service provided at no extra charge under the terms of the warranty include repair of seams which gap, repair of transitional moldings, removal of air bubbles, loose pieces of flooring or molding. This warranty does not apply for gouges scratched or damage caused by water, erosion, insects, pets, spiked heel shoes, neglect, misuse, insufficient protection, improper maintenance, not maintaining proper humidity conditions or failure to follow our written instructions. We cannot guarantee against fading due to sunlight. As time goes by natural exposure to sunlight will slightly change the color of any hardwood floor. Since hardwood is a natural product your hardwood floor will continue to shrink and expand and depending on the season, humidity and heating conditions. Even if your hardwood floor is properly installed, the strips may shrink a little depending on the time of year. Any small gaps that might occur between planks may be considered normal and not covered by this warranty.

CARPET INSTALLATION WARRANTY

All Pro Floors, LLC. warrants the workmanship of your carpet installation for two (2) years after the completion of work. Should any defects due to faulty workmanship become apparent, All Pro Floors, LLC will correct the problem free of charge. Types of service provided at no extra charge under the terms of the warranty include remaking of seams which gap, ravel, or fray, re-stretching of carpet, repair of transitional moldings. Product defects are covered by the manufacturer's warranty. This warranty covers only the installation provided by All Pro Floors, LLC this warranty does not cover damage caused by abuse, neglect, improper use, cleaning agents, flood or foundation settling.