

Nudo NuPoly Impact™ Floor Panels 5 Year Limited Warranty

Limited Warranty: NuPoly Impact interior floor panels ("Panels") manufactured by Nudo Products, Inc., 1500 Taylor Avenue, Springfield, IL 62703 are warranted for a period of Five (5) years from the date of purchase to be free from substantial defects in material and workmanship. This warranty is extended only to the original purchaser from authorized dealers and/or distributors and is non-transferable and subject to the terms, requirements and limitations provided in this limited warranty.

Compliance with Building Codes: Each purchaser of Panels is solely responsible for determining the effectiveness, suitability and safety of any particular application or use of the product. Because building code regulations vary from area to area, each Panel purchaser should consult local building and safety codes for specific requirements in connection with the use and installation of Panels.

Limited Warranty Coverage: Panels covered under this warranty are warranted for a period of Five (5) years from date of purchase to:

1. Be free from substantial defects in material and workmanship.
2. Not rot, rust, corrode, develop structural surface cracks or require painting or refinishing.
3. Not delaminate due to materials when installed and used according to installation and use recommendations

Condition of Warranty and Exclusions: Nudo Products, Inc. will at its option, upon documentation and verification of failure, repair or replace the panels, without charge, the above referenced product if it fails due to the above defects. This warranty does not cover or include labor costs or miscellaneous costs for removal and/or replacement.

This warranty applies only to panels stored, applied, installed and used in accordance with: (i) manufacturer's recommendations and technical bulletins; (ii) recognized standards of construction; and (iii) all building codes adopted by federal, state or local governments or agencies and applicable to the installation of the Panels.

This warranty does not cover:

1. Improper installation (non-conformance with the appropriate product installation guide, standards of construction, or governmental building codes.) Failure due to any adhesive, caulk or other accessories.
2. Damage (not resulting from defects) while in possession of the customer caused by improper storage, excessive moisture exposure, improper handling, improper installation, or other negligent causes.
3. Unreasonable use (including failure to provide reasonable and necessary maintenance), Normal pigmentation fading or abnormal fading due to exposure to ultraviolet rays. Damage or loss due to acts of God, improper storage, catastrophic events such as fire, hurricane, flooding.

Exclusion of Incidental and Consequential Damages: Nudo shall not be liable for any indirect, incidental, punitive, consequential, and exemplary or other damages of any kind; regardless of the legal theory used to allege such damages.



DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES EXCEPT AS PROVIDED IN ASSOCIATED LIMITED WARRANTY: NUDO PRODUCTS, INC. ("NUDO") BELIEVES THAT THE INFORMATION PROVIDED IN THIS TECHNICAL DATA SHEET IS ACCURATE. NUDO MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND, NATURE, OR DESCRIPTION REGARDING THE ACCURACY OF ANY TECHNICAL DATA (INCLUDING, WITHOUT LIMITATION, REGARDING THE SUITABILITY, FIRE RESISTANCE, OR OTHER PHYSICAL PROPERTIES OF SUBSTRATE MATERIALS) PROVIDED BY SUBSTRATE MANUFACTURERS. ANY STATEMENT IN THIS TECHNICAL DATA SHEET REGARDING COMPLIANCE OR ADHERENCE TO ASTM TESTING STANDARDS IS BASED ON TESTING BY INDEPENDENT THIRD PARTIES, AND NUDO HAS NOT TESTED OR OTHERWISE VALIDATED THE SUBJECT PRODUCT'S COMPLIANCE WITH OR ADHERENCE TO ANY SUCH STANDARD. AS SUCH, NUDO OFFERS THIS INFORMATION IN GOOD FAITH, BUT WITHOUT ANY GUARANTEE OR WARRANTY EXCEPT AS SET FORTH IN THE EXPRESS LIMITED WARRANTY ASSOCIATED WITH THIS PRODUCT. NOTHING IN THIS TECHNICAL DATA SHEET SHALL BE DEEMED OR CONSTRUED TO CREATE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY CONFLICT BETWEEN THIS TECHNICAL DATA SHEET AND THE EXPRESS LIMITED WARRANTY ASSOCIATED WITH THIS PRODUCT, THE EXPRESS LIMITED WARRANTY SHALL CONTROL. BECAUSE CONDITIONS OF USE IN THE HANDS OF THE CUSTOMER OR OTHER END-USER ARE BEYOND NUDO'S CONTROL, THE CUSTOMER AND/OR END-USER ASSUMES ALL RISKS. NOTHING IN THIS TECHNICAL DATA SHEET SHALL BE CONSIDERED TO RECOMMEND, SUPPORT, OR OTHERWISE ENDORSE ANY USE OF THIS PRODUCT THAT INFRINGES ON ANY VALID PATENT OR TO EXTEND ANY LICENSE UNDER ANY VALID PATENT OR PERMIT.

FLAME SPREAD AND DEVELOPMENT RATINGS:

[Any flame spread and smoke development rating information provided herein is not intended to reflect hazards presented by Nudo Products, Inc. products or any other material under actual fire conditions, and, although Nudo Products, Inc. believes such rating information to be accurate, Nudo Products, Inc. has not itself tested or otherwise independently verified the subject product's conformance with these ratings]. These ratings are determined by small-scale tests conducted by Underwriters Laboratories and other independent testing facilities using the American Society for Testing and Materials ["ASTM"] E-84 test standards (commonly referred to as the "Tunnel Test"). NUDO PRODUCTS, INC. PROVIDES THESE RATINGS FOR MATERIAL COMPARISON PURPOSES ONLY. Like other organic building materials (e.g., wood), panels made up of composite material will burn. When ignited, it may produce dense smoke very rapidly. All smoke is toxic. Fire safety requires proper design of facilities and fire suppression systems, as well as precautions during construction and occupancy. Local codes, insurance requirements and any special needs of the product user will determine the correct fire-rated interior finish and fire suppression system necessary for a specific installation.

To present a claim under this warranty, purchaser must send all information to:

Nudo Products, Inc.
Attn: Customer Service Department
1500 Taylor Avenue
Springfield, IL 62703



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