

EMPIRE RETAIL
LIMITED WORKMANSHIP AND SERVICING WARRANTY

THIS IS A LABOR WARRANTY PROVIDED BY THE EMPIRE COMPANY FROM WHICH YOU PURCHASED YOUR SERVICES (ONE OF THE QUALITY COMPANIES MAKING UP THE EMPIRE FAMILY – EMPIRE TODAY, LLC; CARPET WORKSHOP, LLC; OR EMPIRE CARPETS CALIFORNIA LIMITED PARTNERSHIP (COLLECTIVELY AND INDIVIDUALLY, “EMPIRE”)) TO YOU, THE ORIGINAL CONSUMER PURCHASER (“OWNER”).

PLEASE CONSULT YOUR PRODUCT AND MANUFACTURER WARRANTIES FOR COVERAGE OF GOODS YOU PURCHASED IN CONNECTION WITH EMPIRE’S SERVICES. WARRANTIES ARE AVAILABLE FOR INSPECTION PRIOR TO SIGNING OF THE SALE AGREEMENT OR PURCHASE ORDER

FLOORING (INCLUDING, WITHOUT LIMITATION, CARPET, HARDWOOD FLOORING, LAMINATE FLOORING, CERAMIC FLOORING AND VINYL FLOORING) – Lifetime Limited Workmanship Warranty

Empire, itself or through an authorized contractor, will perform all flooring installation work in a professional manner using quality materials and supplies, and in conformance with applicable building code standards. Empire warrants to the Owner that flooring installation work performed by Empire or an Empire-authorized contractor will be free of defects due to workmanship for the lifetime that Owner owns the floor, subject to the other terms and conditions contained in this document. Please take steps to properly ventilate areas where new flooring products are installed for at least 48 hours after installation to avoid possible sensitivities to new material fumes or odors.

How To Obtain Warranty Service

To submit a claim contact Empire at 1-800-588-2300 to request warranty servicing. Claims must be submitted to Empire promptly after discover of the claimed defect and within the applicable warranty period. Empire will then schedule an appointment to inspect the premises and the warranty claim within a reasonable period of time after receiving the claim. If after inspection, Empire determines that a valid claim exists under one or more of the warranties, Empire will repair, re-install, re-perform, or refund the purchase price of the failing Empire service, at Empire’s option. If Empire determines to replace any or all product(s), and if such product(s) as originally installed are no longer available, Empire shall have the right to substitute product(s) designated by Empire to be of equal quality. Replacement of a product or component does not renew the warranty period or otherwise affect any applicable manufacturer’s warranty. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. If, at Empire’s option, a purchase price refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement or removal of products installed, repaired or otherwise resulting from Empire’s services shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original Empire sales agreement and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

What Is Not Covered

These warranties are granted by Empire to the Owner only and only services purchased from and performed by Empire are covered by these warranties. These warranties are not transferable, and will terminate immediately upon the transfer of home ownership. All warranties assume normal and reasonable use of Empire-installed products or components. Minor color or textural variations from the lot-to-lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure including, but not limited to, damage caused by occurrences beyond the control of Empire, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Empire-installed products or components by other than Empire, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration or caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquakes, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting and/or caulking as reasonably necessary, or clear off gutters or roofs as and when necessary. These warranties do not apply to damages due to or arising from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved. These warranties do not cover any carpet or flooring materials installed over floors or structures that lack structural integrity, have visual imperfection or do not otherwise meet manufacturer guidelines for installation.

What Voids These Warranties

Installation, removal, painting, repair, adjustment, tampering or re-installation of any Empire products or components supplied by Empire by anyone other than an Empire-authorized contractor voids any and all warranties within this document, and Empire expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

Remedies and Rights

These workmanship warranties are the only expressed warranties for workmanship provided by Empire. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Empire any obligation, liability, or responsibility in place of or in addition to these warranties. EXCEPT FOR THE WARRANTY PROVIDED HEREIN EMPIRE MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE. EMPIRE’S LIABILITY TO OWNER UNDER THESE WARRANTIES IS LIMITED TO THE AMOUNTS RECEIVED BY EMPIRE FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. SOME STATES, NOT INCLUDING NEW JERSEY, DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.