Portofino Flooring

ENGINEERED HARDWOOD LIMITED WARRANTY

25-Year Residential Structural & Finish Limited Warranty

READ THIS WARRANTY IN FULL BEFORE INSTALLATION

Installation constitutes acceptance of these terms

portofinoflooring.com

INTRODUCTION & WARRANTY SCOPE

Portofino Flooring ("Portofino") provides this LIMITED WARRANTY for its engineered hardwood flooring products ("Product"). This Warranty applies exclusively to Portofino-branded engineered hardwood purchased through authorized channels and installed in owner-occupied residential environments. It covers manufacturing defects, structural failures, and specific finish-related issues when the flooring is installed, maintained, and used in accordance with Portofino's installation instructions, care recommendations, and environmental requirements.

Installation of the Product constitutes full and unconditional acceptance of the flooring as delivered, including its natural color variation, grain characteristics, and grade. It also signifies acceptance of all jobsite conditions present at the time of installation and agreement to comply with all installation and maintenance guidelines contained within this Warranty. Portofino may update or revise this Warranty from time to time; however, only the version in effect at the time of the original purchase applies.

WARRANTY COVERAGE PERIODS

Portofino provides a **Twenty-Five Year Residential Warranty** that covers manufacturing defects and structural integrity of the engineered hardwood flooring under normal residential use. The flooring is also covered by a **Twenty-Five Year Residential Finish Warranty**, which guarantees that the factory-applied UV-cured finish will not wear through to bare wood during the warranty period. Surface scratches, loss of gloss, minor impressions, or changes in appearance resulting from normal wear are not considered finish failures.

This Warranty does not extend to any form of commercial installation. Flooring installed in commercial environments, or in settings where foot traffic, moisture exposure, or environmental fluctuations exceed residential norms, is excluded from coverage and will automatically void the Warranty.

WHO IS COVERED

This Warranty applies solely to the original purchaser of the Product and only when installed at the original installation address. It is not transferable under any circumstance. The Warranty does not extend to future homeowners if the property is sold, nor does it apply to rental properties, investment properties, multi-unit dwellings, or any installation in which the original purchaser does not reside. Flooring purchased from unauthorized dealers, liquidators, or third-party resale platforms is not covered.

Once installed, the flooring becomes a permanent fixture of the property, and rights under this Warranty remain exclusively with the original purchasing homeowner. Any relocation, removal, or reinstallation of the Product voids the Warranty entirely.

PROOF OF PURCHASE REQUIREMENTS

To submit a claim under this Warranty, the homeowner must provide complete and accurate documentation. This includes the original sales invoice showing the Product SKU, color, quantity, purchase date, and retailer information; batch or lot numbers from the cartons; the installation address; and clear photographs or videos showing the claimed issue. Portofino may also request environmental readings, including relative humidity and temperature levels, as well as proof that proper moisture barriers, vapor retarders, or approved adhesives were used during installation. Claims submitted without adequate documentation may be delayed or denied.

WARRANTY REGISTRATION

Portofino recommends, but does not require, that homeowners register their Product within thirty days of installation. Registration is optional and is not a condition of coverage; it may streamline the verification process and reduce the amount of documentation required during a claim. Lack of registration does not void or reduce Warranty coverage in any way, provided all terms and installation requirements have been met.

PRODUCT & PRE-INSTALLATION REQUIREMENTS

Portofino engineered hardwood consists of a real hardwood veneer with a minimum wear layer thickness of three millimeters, bonded to an engineered multi-layer core and protected by a factory-applied UV-cured finish. Products that do not meet this minimum veneer requirement are not covered by this Warranty. As a natural product, engineered hardwood contains inherent variations in color, grain, knots, mineral streaks, and texture. These characteristics are expected and are not considered manufacturing defects. Product samples or website images provide only a general representation of the flooring and may not reflect the full range of natural variation present in the actual material.

Prior to installation, both the homeowner and installer are responsible for thoroughly inspecting all planks for visible defects, confirming that the correct product and quantity were delivered, and verifying that jobsite and subfloor conditions meet Portofino's installation standards. Planks that appear damaged, improperly milled, or visually inconsistent must be set aside and not installed. Any flooring installed is deemed accepted, and Warranty claims related to visible defects in installed material will not be honored. Proper installation practices, acclimation protocols, and environmental controls must be followed meticulously, as failure to do so will void all related Warranty coverage.

Wood flooring is graded and manufactured to industry standards that permit natural-character marks and manufacturing variances affecting up to five percent (5%) of the total material. Defects or natural characteristics within this 5% waste and cutting allowance are not covered by this Warranty, and purchasers should order an appropriate waste factor above net square footage. Reasonable installer selectivity — cutting around character marks and using affected boards for starter and closing pieces — is a normal part of hardwood installation, as is minor touch-up with stain, filler, or putty.

JOBSITE AND ENVIRONMENTAL REQUIREMENTS

The performance of engineered hardwood flooring is dependent upon stable environmental conditions both before and after installation. For Warranty coverage to apply, the installation site must be fully enclosed, climate-controlled, and maintained within a consistent temperature range of 60°F to 80°F and a relative humidity level between 35% and 55%. Heating, ventilation, and air-conditioning systems must be operational for a minimum of fourteen days prior to installation so that the building's interior reaches normal living conditions. Exposure to extreme fluctuations in temperature or humidity, including those commonly found in new construction without active HVAC, in seasonal homes left unconditioned, or in buildings subject to significant daily climate swings, may cause cupping, crowning, checking, cracking, or gaps. Such conditions fall outside the scope of this Warranty.

The jobsite must be thoroughly evaluated to ensure it is dry, stable, and suitable for the installation of engineered hardwood. Moisture intrusion from plumbing systems, exterior walls, crawlspaces, concrete slabs, or basements must be corrected prior to installation. The presence of standing water, excessive moisture vapor emissions, mold, mildew, or structural instability indicates unsuitable conditions and must be remediated before flooring is installed. Failure to comply with these environmental requirements voids Warranty coverage for all issues related to moisture, dimensional movement, structural stress, or finish damage.

ACCLIMATION REQUIREMENTS

Engineered hardwood flooring must acclimate to the installation environment so that moisture content of the wood aligns with that of the building. Before installation begins, the Product must remain inside the installation area for a minimum of seventy-two hours, stored in its original, unopened packaging, and placed in horizontal stacks that allow air to circulate freely around the cartons. During the acclimation period, the interior temperature and humidity must remain within the required range of 60°F to 80°F and 35% to 55% relative humidity. Acclimation cannot occur properly in unconditioned spaces such as garages, porches, storage units, or rooms without active HVAC.

The installer is responsible for confirming that the moisture content of the engineered hardwood and the subfloor fall within acceptable tolerances. Subfloors must be dry, and moisture testing must be performed according to industry standards. Wood subfloors exceeding recommended moisture levels, or concrete subfloors emitting vapor beyond acceptable limits, are unsuitable for installation. Installing the Product prior to proper acclimation may cause expansion, contraction, warping, gapping, delamination, or joint stress, all of which fall outside Warranty protection. Portofino will deny claims arising from improper acclimation.

APPROVED INSTALLATION METHODS

Portofino engineered hardwood must be installed using **glue-down or nail-down methods only**, in accordance with Portofino's installation guidelines. **Floating installation is not an approved method and voids this Warranty in its entirety.** Nail-down installation is approved over suitable wood subfloors above or on grade; glue-down installation is approved over suitable wood or concrete subfloors above, on, or below grade.

MOISTURE BARRIERS AND VAPOR RETARDERS

Because engineered hardwood is sensitive to moisture, the use of appropriate moisture barriers and vapor retarders is mandatory under this Warranty. When the flooring is installed over concrete, a continuous, properly rated moisture barrier must be applied or placed between the subfloor and the hardwood. When installed over wood subfloors, a suitable vapor retarder must be used in accordance with industry standards and the installation method selected. The installer must also perform and document appropriate moisture testing prior to installation.

For glue-down installations, the moisture protection system must be integrated with the adhesive. Only high-quality, moisture-cured MS polymer adhesives specifically approved for hardwood flooring are acceptable. Adhesives such as **DriTac 7800, Mapei Ultrabond ECO 985, and Bostik GreenForce** are approved examples. Portofino requires that installers use only adhesives explicitly designed for engineered hardwood, as cheaper or incompatible adhesives may fail to bond properly, may not control subfloor vapor emissions, and may lead to cupping, buckling, hollow spots, or delamination. The use of any adhesive that is not approved for engineered hardwood installation will void the Warranty.

For nail-down installations, the installer must use appropriate moisture barriers and vapor retarders over the subfloor to prevent moisture migration into the hardwood layers. Skipping or substituting these materials places the flooring at significant risk and voids the Warranty for any moisture-related failure.

INSTALLATION REQUIREMENTS

Engineered hardwood flooring must be installed in accordance with Portofino's installation guidelines and recognized industry standards. Successful installation requires a properly prepared subfloor that is flat, clean, structurally sound, and free of contaminants that could interfere with the performance of the flooring. The subfloor must meet accepted flatness tolerances; specifically, it must be level within 3/16 of an inch over a 10-foot span, or 1/8 of an inch over a 6-foot span. Any high spots must be sanded down and any low areas must be filled using appropriate leveling compounds. Subfloor irregularities — including unevenness, dips, humps, or structural movement — can cause the flooring to flex, separate, or produce noise, and any resulting issues are considered

installation-related rather than manufacturing defects. Installation over subfloors that have not been properly leveled voids this Warranty with respect to all problems arising from subfloor deficiencies.

In addition to proper leveling, sufficient expansion clearances must be maintained around all fixed vertical structures to allow for the natural movement of hardwood flooring. A minimum expansion gap of **one-half inch (1/2")** is required at all walls, door casings, cabinetry, fireplaces, columns, and any other permanent fixtures. Larger rooms or areas with long uninterrupted spans may require additional expansion space as dictated by installation best practices. The installer must ensure that no moldings, baseboards, fasteners, transition pieces, or built-in furnishings restrict the floor's ability to expand and contract freely. Failure to provide adequate expansion space may result in buckling, cupping, gapping, compression, or other forms of dimensional stress, all of which fall outside Warranty coverage, as they are the result of improper installation.

The installer must inspect each plank prior to installation and set aside any boards with visible defects, damage, or irregularities. Boards must never be forced into place, as doing so may damage the tongue-and-groove profile. The flooring must be installed using appropriate staggering patterns to ensure overall structural stability. Subfloor integrity — including deflection, fastening, and rigidity — remains the installer's responsibility. Any noise, movement, or instability resulting from inadequate subfloor preparation or fastening is excluded from this Warranty. Likewise, installation over surfaces contaminated with adhesives, oils, debris, old finishes, or moisture will void the Warranty with respect to resulting failures. Portofino does not assume responsibility for the installer's workmanship; issues arising from improper installation techniques are not considered manufacturing defects.

BATHROOM AND WET-AREA RESTRICTIONS

Engineered hardwood flooring must not be installed in full bathrooms, wet rooms, steam rooms, saunas, shower rooms, or any environment subject to frequent or sustained moisture exposure. These areas present levels of humidity, moisture vapor, and surface water that exceed the performance capabilities of engineered hardwood. Installation of the Product in such locations — including rooms with bathtubs, showers, wet zones, or floor drains — voids this Warranty entirely. Powder rooms without a shower or tub are acceptable installation locations, provided all other environmental and moisture protection requirements are met.

RADIANT HEAT EXCLUSION

This flooring is not warranted for installation over radiant heating systems of any type, including hydronic, electric, or surface-mounted systems. Installation over radiant heat voids this Warranty, and any damage attributable to heat exposure from such systems — including checking, cracking, gapping, delamination, or finish damage — is excluded from coverage.

STRUCTURAL WARRANTY

Portofino warrants that its engineered hardwood flooring will remain structurally sound for the duration of the Twenty-Five Year Residential Warranty period when installed and maintained under normal residential conditions. Structural integrity refers to the stability of the hardwood layers, including the bond between the wear layer and the core. The flooring is guaranteed against delamination, separation of layers, core failure, and defects in milling that materially affect the performance of the product. This Warranty does not cover issues resulting from improper installation, excessive moisture exposure, environmental instability, or failure to use the required moisture barriers, vapor retarders, or approved adhesives. Portofino is not responsible for structural problems caused by subfloor movement, deflection, improper fastening, or installation over uneven or unstable substrates. Any structural failure attributable to external forces or conditions that deviate from Portofino's requirements is excluded from coverage.

FINISH WARRANTY

Portofino provides a Twenty-Five Year Residential Finish Warranty that guarantees the factory-applied UV-cured finish will not wear through to bare wood under normal residential use. "Wear through" refers to the complete removal of the finish so that the underlying wood is exposed. To constitute a covered finish failure, wear-through must be readily visible from a distance of six (6) feet and must cover an area of at least one (1) square inch per affected location; wear at plank edges and bevels is excluded. This Warranty does not cover gloss reduction, changes in sheen, minor surface scratches, scuffing, fading, or normal wear patterns. These characteristics are expected with hardwood flooring and do not constitute finish failure. Damage caused by abrasive cleaning products, improper maintenance, steam mops, high heels, pet claws, furniture without protective pads, or excessive dirt and grit is excluded from this Warranty. As hardwood naturally ages, some change in appearance may occur; such changes fall outside Warranty protection and are considered normal characteristics of hardwood flooring.

NATURAL WOOD VARIATION

Engineered hardwood is a natural product, and Portofino emphasizes that natural variation is an inherent and desirable feature of real wood flooring. Each plank will display its own unique grain pattern, color shading, texture, knots, mineral streaks, and other natural characteristics that distinguish hardwood from synthetic flooring. These variations are not manufacturing defects and are not covered under this Warranty. Over time, hardwood may experience color changes due to exposure to natural or artificial light; such color changes are normal and not considered a defect. Product samples, showroom displays, and website photos provide only a general representation of the appearance of the flooring, and installed material may vary. Portofino does not guarantee exact matches between samples and final delivered product. Seasonal gapping or minor movement caused by fluctuations in humidity is also a natural characteristic of wood and does not constitute a manufacturing defect.

HUMIDITY AND TEMPERATURE REQUIREMENTS

Because hardwood is sensitive to changes in moisture and climate, maintaining proper interior environmental conditions is essential for the long-term performance of the Product and continued warranty coverage. The indoor environment must remain within a temperature range of 60°F to 80°F and a relative humidity range of 35% to 55% throughout the year. Failure to maintain these conditions may result in expansion, contraction, cupping, crowning, checking, cracking, or gapping between planks. These conditions are not considered manufacturing defects and are excluded from this Warranty. Seasonal humidity fluctuations must be managed using humidifiers, dehumidifiers, and proper HVAC operation. Homes left unoccupied or without active climate control frequently experience humidity extremes that can damage hardwood flooring. Any damage resulting from failure to maintain proper environmental conditions voids Warranty coverage.

MAINTENANCE AND CARE REQUIREMENTS

To preserve the appearance and performance of the flooring, the homeowner must follow Portofino’s maintenance guidelines. The flooring should be swept or vacuumed regularly to remove dirt and abrasive particles that can scratch the finish. Vacuums must be used without beater bars to avoid surface damage. Only manufacturer-approved hardwood cleaners or pH-neutral cleaning solutions may be used. Water and liquid spills must be cleaned promptly, as prolonged moisture exposure can damage the wood or finish. The use of steam mops, wet mopping, oil soaps, waxes, ammonia-based cleaners, or abrasive pads will damage the finish and void the Warranty. Furniture must be equipped with felt pads, rugs without rubber backing should be used in high-traffic areas, and pet nails must be trimmed to prevent scratching. Following these maintenance requirements is essential for Warranty validity.

GENERAL EXCLUSIONS

This Warranty covers manufacturing defects only and does not extend to damages arising from improper installation, moisture exposure, neglect, or misuse. Portofino does not warrant against scratches, scuffs, dents, gouges, impact damage, pet damage, spills, stains, fading, gloss changes, wear patterns, or any surface condition resulting from normal use. Damage caused by appliances, furniture without proper protection, rolling loads, or objects dragged across the floor is excluded. Subfloor issues — including improper leveling, excessive movement, deflection, or failure to correct known issues — are not product defects and are excluded from this Warranty. Defects and natural characteristics within the 5% waste and cutting allowance, flooring sold as odd lots, seconds, or clearance material, and moldings and trims are excluded. Any condition resulting from failure to follow Portofino's installation, acclimation, environmental, or maintenance requirements voids the Warranty.

MOISTURE-RELATED EXCLUSIONS

Moisture is one of the primary causes of hardwood flooring failure, and Portofino's Warranty strictly excludes any damage related to moisture exposure. Damage resulting from spills, pet accidents, wet mopping, steam cleaning, plumbing leaks, appliance failures, flooding, hydrostatic pressure, moisture vapor emissions, high humidity, low humidity, condensation, or water intrusion of any kind is not covered under this Warranty. Mold, mildew, cupping, crowning, delamination, swelling, and buckling are common results of excessive moisture and are not considered manufacturing defects. The use of improper adhesives, lack of moisture barriers, failure to seal slab cracks, installation over wet subfloors, or installation in areas prone to high moisture all void the Warranty in full.

SUNLIGHT AND HEAT EXPOSURE

Hardwood flooring will naturally change color over time when exposed to sunlight or artificial UV light. Portofino does not warrant against discoloration, fading, darkening, lightening, or shading differences caused by light exposure, as these are normal characteristics of real wood. Prolonged or concentrated sunlight, especially through south-facing windows or large glass doors, may accelerate changes in appearance. The homeowner is responsible for mitigating these effects by using window coverings, blinds, or UV-blocking films when appropriate. Heat sources such as fireplaces, space heaters, heat vents, or appliances that emit concentrated or prolonged heat must not be directed toward or placed in immediate proximity to the flooring. Excessive heat may cause checking, cracking, or damage to the finish. Any such issues related to light or heat exposure fall outside the scope of this Warranty.

FURNITURE, APPLIANCE, AND HEAVY OBJECT PROTECTION

To preserve the finish and prevent damage to the flooring, the homeowner must ensure that all furniture, chairs, and furnishings are equipped with felt pads or protective glides. These protective surfaces must be kept clean and replaced periodically to avoid scratches and indentation marks. Heavy objects such as refrigerators, ovens, washing machines, or large furniture must be moved using proper equipment, including dollies, plywood sheets, or rigid protective boards. Dragging or sliding heavy items across the hardwood surface may cause gouges, scratches, dents, or compression damage, none of which are considered manufacturing defects. Rolling loads such as office chairs, tool chests, or carts may cause wear patterns or finish abrasion if not placed on appropriate mats. The homeowner is responsible for protecting the flooring during all furniture or appliance movement. Any damage caused by improper handling or insufficient protection is excluded from Warranty coverage.

PET-RELATED DAMAGE

Portofino acknowledges that pets are common in residential environments, but pet-related damage is not covered under this Warranty. Scratching from pet claws, denting from animal weight, staining from urine, feces, or vomit,

and damage resulting from repeated pet accidents or prolonged exposure to biological materials are all excluded from Warranty protection. Liquids associated with pets can penetrate seams or edges, resulting in swelling, staining, delamination, or finish deterioration. These outcomes are not indicative of a manufacturing defect. Homeowners must maintain their pets' nails and ensure that accidents are cleaned immediately to avoid permanent damage to the flooring.

CLAIM FILING PROCEDURE

To initiate a claim under this Warranty, the homeowner must notify Portofino within thirty days of discovering the issue. All claims must include the original proof of purchase, including invoice, installation date, product details, and batch numbers. The homeowner must also provide photographs or video documentation clearly demonstrating the claimed defect, as well as any environmental readings, installation records, or additional details Portofino deems necessary for the evaluation process. Failure to provide complete information may delay or void the claim. Portofino may require additional documentation supporting proper installation, such as moisture test results, adhesive information, proof of moisture barrier or vapor retarder use, and confirmation that environmental conditions were maintained within the required humidity and temperature range. Claims submitted without proper documentation may be rejected.

INSPECTION PROCESS

Upon receiving a Warranty claim, Portofino may determine whether an on-site inspection, remote review, or laboratory analysis is necessary to evaluate the issue. Portofino reserves the right to send an independent inspector to assess the flooring, subfloor conditions, environmental conditions, and installation methods. During inspection, the homeowner must grant full access to the affected areas. If samples are requested, the homeowner may be required to remove a portion of the flooring for further analysis; Portofino is not responsible for costs associated with removal, reinstallation, or repairs made solely for inspection purposes. If the inspector concludes that the issue results from improper installation, environmental conditions, moisture exposure, misuse, or any factor outside the scope of manufacturing defects, the claim will be denied.

WARRANTY REMEDIES

If a claim is approved, Portofino's sole obligation is to provide replacement material of the same or similar product. If the original product is discontinued or unavailable, Portofino may supply an alternative of equal value or appearance at its discretion. The Warranty does not include labor costs for removal or reinstallation of flooring, nor does it cover subfloor preparation, transportation costs, disposal fees, or any additional material required for installation. Portofino does not guarantee an exact match between replacement planks and existing flooring, as color or grain variation may occur naturally over time. Portofino's obligation under this Warranty is strictly limited to the replacement of defective material.

LIMITATIONS OF LIABILITY & IMPLIED WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, PORTOFINO DISCLAIMS ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF ITS FLOORING PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, INCONVENIENCE, RELOCATION EXPENSES, OR TEMPORARY HOUSING. PORTOFINO'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ANY IMPLIED WARRANTIES ARISING FROM THIS SALE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY PERIOD SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any deviation from installation guidelines, environmental requirements, or maintenance recommendations voids the Warranty in full. The homeowner assumes all responsibility for ensuring that installation, use, and ongoing maintenance comply fully with Portofino's published standards.

TRANSFERABILITY

This Warranty applies exclusively to the original residential purchaser of the Product and is not transferable under any circumstance. If the property in which the flooring is installed is sold, leased, or otherwise transferred to a new owner, all Warranty coverage immediately terminates. The Warranty does not extend to real estate investors, tenants, property managers, or subsequent homeowners regardless of whether the flooring remains installed at the original location. Any removal of the Product from the installation site also voids all Warranty rights. Portofino assumes no responsibility for representations made by real estate agents, contractors, or third parties regarding Warranty coverage following transfer of property ownership.

ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Pre-Dispute Notice. Before initiating arbitration, the purchaser must send Portofino a written notice of dispute, including supporting documentation, through the contact channels listed on Portofino's official website. Portofino shall have sixty (60) days after receipt to investigate and attempt to resolve the dispute informally. If the dispute is not resolved within that period, either party may commence arbitration.

Binding Arbitration. To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to the Product, its purchase, or this Warranty shall be resolved exclusively by final and binding arbitration on an individual basis, administered by the American Arbitration Association under its Consumer Arbitration Rules or by JAMS under its consumer arbitration minimum standards. The seat of arbitration shall be Los Angeles County, California. Hearings may be conducted remotely by video or telephone where permitted by the applicable consumer rules. Fees and costs shall be allocated consistent with the applicable consumer rules. Nothing in this section prevents either party from bringing an individual claim in small claims court where permitted by law, and nothing in this section limits any non-waivable rights the purchaser may have under the Magnuson-Moss Warranty Act or applicable state law.

CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE OVER ANY FORM OF REPRESENTATIVE PROCEEDING.

If any portion of this section is found unenforceable, or if arbitration is otherwise unavailable for a particular claim, that claim shall be brought exclusively in the state or federal courts located in California, on an individual basis, and the remainder of this section shall continue in full force and effect.

GOVERNING LAW

This Warranty shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles, and applicable federal law. Subject to the Arbitration section above, any permitted court action arising out of or relating to this Warranty, the Product, or its installation shall be brought exclusively within the state or federal courts located in California.

SEVERABILITY

If any term, condition, or provision of this Warranty is found to be invalid, void, or unenforceable, such provision shall be severed from the Warranty, and the remaining provisions shall remain fully binding and enforceable. The invalidity of one section does not affect the validity of any other section, and the Warranty shall continue to operate to the fullest extent permitted by law. Portofino's failure to enforce any provision shall not be construed as a waiver of that provision or of the Warranty as a whole.

CONTACT INFORMATION

All Warranty inquiries, documentation requests, and claim submissions must be directed to Portofino Flooring's Warranty Department via the official website or customer support email listed at portofinoflooring.com, providing all required documentation outlined in the Claim Filing Procedure. Portofino may update its contact information and submission methods from time to time, and homeowners are responsible for ensuring they use the current contact channels listed on Portofino's official website.