

## WARRANTY

### EXPLANATION OF COVERAGE

Material is manufactured conforming to ASTM F3261 Standard for Resilient Flooring in Modular Format with Rigid Polymeric Core.

The Manufacturer warrants the products to be free from defects in material and workmanship, under normal use and service, for the specified length of time from the date of purchase as noted. This limited warranty only applies provided the flooring covered is installed and maintained according to the Manufacturer installation and maintenance instructions.

The Manufacturer recommends all floor coverings be professionally installed for a valid warranty.

### **Manufacturing Defect Exclusive Limited**

The Manufacturer warrants under the Manufacturer Defect Exclusive Limited warranty, from the date of original purchase, the flooring:

- Shall be free from manufacturing defects in material and workmanship in its original manufactured condition.

Material must be checked carefully for defects before and during installation and under sufficient lighting. It is the responsibility of the purchaser and/or installation professional to inspect all material. If, during inspection, the material is thought to be wrong product, incorrect color, improperly manufactured, is off-grade, visibly damaged, and/or incorrect gloss level, it must **NOT** be installed under any circumstance. Visual defects must be visible from a standing position and a minimum of one square inch. The retailer must be informed in writing of such defects within 30 days. After this time has elapsed, no further claims will be accepted. Material installed with known defects shall be deemed visually accepted and no longer covered by warranty.

### WARRANTY COVERAGE

The Manufacturer warrants that the product product:

- will be free of manufacturing defects;
- will not stain from normal household consumable items such as food or drinks;
- will not fade as a result of normal indoor lighting;
- will not wear through the decorative surface (scratches or loss of gloss is not considered wear);
- will not be impacted by topical water as long as the water does not flow over the edge of the surface;

### WARRANTY OWNER

This warranty extends only to the original purchasing end-user. The Manufacturer's warranties are non-transferable. No installer, retailer, distributor or agent may alter the obligations or limitations of the warranty.

### WARRANTY DURATION AND APPLICABLE USE FOR LUXURY VINYL FLOORS WITH LOCKING MECHANICAL ASSEMBLY

Product Thickness*	Wear Layer	Residential Warranty	Multi-Family Residence Units Warranty	Multi-Family Common Area Warranty	Light Commercial Warranty	Commercial
Less Than 5 mm	Less than 12 mil	15 Years	15 Years	Not Applicable	Not Applicable	Not Applicable
Less Than 5 mm	12 mil	25 Years	25 Years	Not Applicable	Not Applicable	Not Applicable
Less than 5 mm	20 mil	25 Years	25 Years	5 Years	5 Years	Not Applicable
5 mm - 6 mm	12 mil	25 Years	25 Years	5 Years	5 Years	Not Applicable
5 mm - 6 mm	20 mil	30 Years	30 Years	10 Years	10 Years	Not Applicable
Greater than 6 mm	12 mil	30 Years	30 Years	10 Years	10 Years	Not Applicable
Greater than 6 mm	20 mil	30 Years	30 Years	10 Years	10 Years	Not Applicable

## **SUITABILITY OF PRODUCT**

The Manufacturer warrants only first quality products for recommended application use.

Products will perform as warranted for the stated warranty period when installed in accordance with the Manufacturer's Luxury Vinyl installation instructions over approved substrates and underlayments. For questions as to the type of use that is considered acceptable, please contact manufacturer prior to purchase and installation.

The Manufacturer is not responsible for usage that is not in compliance with any regulation or code. This product is approved for climate controlled indoor applications only.

Approved for use in:

- Residential applications (exclusions: heavy rolling traffic such as hospital beds or electric wheelchairs)
- Multi-Family applications (exclusions: heavy rolling traffic such as hospital beds or electric wheelchairs)
- Light Commercial applications: Light commercial is defined as environments with light to moderate foot traffic, light point loads and lack of rolling traffic. Examples include small businesses, day care centers, boutiques, hospitality rooms, vending area, office waiting areas and gift shops. Exclusions: areas with heavy rolling traffic or any facilities that have heavy objects exceeding 300 PSI that will restrict movement of the flooring that could cause buckling, curling or joint separation. Light commercial areas also exclude environments with heavy chemicals, greases, or other heavy contaminants.

Not approved for use in:

- Areas of heavy rolling loads (such as: hospital beds, electric wheelchairs)
- Heavier traffic areas, entry foyers, or any area where food is prepared, or where objects are rolled or dragged around
- Commercial or industrial applications

## **INSTALLATION OVER RADIANT HEAT SUBFLOORS**

The Manufacturer warrants that this flooring may be installed over water-based radiant-heated subfloors, provided the surface temperature of the system does not exceed 85° F.

*IMPORTANT: Due to the speed of sudden temperature changes, which has potential to negatively affect vinyl flooring construction, it is not recommended to install over electrical radiant heating systems. This will not be covered by the manufacturer's warranty. Only radiant heating system using water are acceptable.*

Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the Luxury Vinyl flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

## **WHAT YOU SHOULD DO IF ANY OF PROBLEMS OCCUR**

The original warranty owner should notify the authorized dealer from which the original purchase was made of any defect, no later than 30 days after discovery, but within the specified duration of this limited warranty. The original warranty owner must present to that authorized dealer the following items for a limited warranty claim to be considered:

- A valid proof of purchase in the form of sales receipt which establishes proof of purchase;
- A detailed description of the problem, photograph(s) and/or a sample that clearly shows the flooring concern.

## **WHAT THE MANUFACTURER WILL DO**

If the Manufacturer honors a claim under this limited warranty, they will authorize repair or replacement at the pro-rated percentage cost of the material. This percentage is determined by the number of years remaining on the warranty and the length of the warranty.

For example, if the claim is made 3 years after purchase on the Manufacturer's product warranted for 15 years, then the Manufacturer will pay 80% (12/15th) of the material.

If professionally installed by a certified flooring installer, the Manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first 3 years from the date of the original purchase. No labor shall be included for claims later than 36 months from original purchase.

## **LIMITATIONS AND EXCLUSIONS**

If the original design/color/style is no longer available, the Manufacturer reserves the right to substitute another design of similar structure and value by the Manufacturer from which the consumer may select.

This warranty does not apply to any product or products designated or sold as “B” grade, cabin grades, seconds, closeout or nonstandard items. This warranty does not apply to any product or products designated or sold “As Is”.

This limited warranty is valid only in North America, is not transferable and extends only to the original warranty owner of flooring installed in the location for which it was originally installed. The affected area must be visible and cover an area greater than one square inch. The flooring must be installed in accordance with the Manufacturer’s recommended installation instructions.

This limited warranty will not apply to damage arising from any of the following:

- Differences in aspect, color, gloss, grain pattern, and/or tone with reference samples, images, and/or websites;
- Variations in aspect, color, gloss, grain pattern, and/or tone between new and existing floor;
- Improper workmanship or installation not in accordance with the Manufacturer’s installation instructions;
- Improper installation materials (i.e. adhesive, sealers, levelers, etc.) or practices;
- Improper or lack of expansion space at any and/or all vertical surfaces;
- Installation of heavy objects, cabinets, kitchen islands, appliances over top of the flooring;
- Planks coming apart at the seams because they have been engaged/disengaged more than 2 times;
- Installation of flooring with any known manufacturing defect(s);
- Installation in outdoor areas, sun rooms, solariums, porches, garages or other areas subject to excessive moisture or extremes of temperature;
- Exposure to excessive sunlight;
- Exposure to excessive temperatures before, during, and after installation;
- Installation in areas with sustained temperatures below 60° F or above 85° F;
- Installation in areas where temperature regularly falls below 50° F or goes above 104° F;
- Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by ice makers, refrigerators, sinks, dishwashers, leaking pipes, flooding, standing water, spills when not promptly removed; household mechanical failures, damage caused by water underneath the flooring, including damage from sub floor hydrostatic pressure of other conditions that result in water being below the flooring or natural disasters;
- Improper maintenance;
- Scratching, impacts, indentions, or cutting;
- Use of over saturated wet mop or improper steam mop settings (acceptable use: lowest steam setting, not allowed to “stand” in one spot for longer the 5 mins);
- Use of vacuum cleaner with beater bars to clean the floor;
- Scratches, marks, stains, and other damage cause by exposure to abrasives, such as pebbles, grit, sand, hard sole shoes, furniture;
- Dirt, debris, and/or moisture collection at entrance due to lack of interior and/or exterior doormats;
- Discoloration due to the use of rubber backed mats on the floor;
- Sliding or rolling heavy objects over the floor, solid protective cover must be used to “walk” items across the floor;
- Accidents, abuse, misuse, or use of strong chemicals;
- Indentions or locking system malfunction (i.e. breakage, disengagement, gapping) from unauthorized use of heavy rolling loads;
- Non-compliant casters, narrow furniture rollers, non-rubberized wheels, and rolling chairs;
- Felt protectors are required on furniture and chairs. Furniture leg protectors are required for legs under 1.5” in diameter;
- Acts of God (e.g. natural disasters);
- Freight damage.

The Manufacturer excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the term of this written warranty.

The Manufacturer assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. The Manufacturer reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. The Manufacturer may repair, refinish or replace any defective product at its sole discretion.

As the sole remedy provided by this warranty, any attempt to repair, replace, or refinish prior to the Manufacturer’s optional inspection will void this warranty. No installer, retailer, agent or employee of the Manufacturer has the authority to increase or alter the obligations or limitations of this warranty.

**DISCLAIMERS**

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USE OF TRADE - INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY. MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

THESE LIMITED WARRANTIES CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES, AND NO WAIVER OR AMENDMENT SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF MANUFACTURER.

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