

## **Limited Warranty: Rigid Core Luxury Vinyl Plank and Tile Flooring**

### **Warranty Overview**

#### **What is covered under this Limited Warranty?**

Rigid LVT Flooring, except for flooring sold "as is", without warranty, or otherwise noted on the Invoice. Flooring that is installed using the product installation and maintenance instructions.

#### **Who is covered under this Limited Warranty?**

The original buyer or installation site owner. Note, this warranty is non-transferable to subsequent owners.

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#### **Pre-installation Warranty:**

Any flooring material installed with visible defect is not covered by this Limited Warranty. Once the flooring has been installed it has been deemed visually acceptable to the standards of the buyer's or installation site owner's expectations.

#### **Immediately After Installation:**

Keep traffic light during the first 24 hours.

Avoid scrubbing or washing the floor for 48 hours after installation.

#### **Limited Warranty:**

The company warrants that its Rigid LVT floor covering shall be free from defects in workmanship and material for a period of 25 years from the date of installation if installed for residential (non-commercial use) and 10 years from the date of installation if installed for light commercial or any other use.

If any floor coverings are defective in workmanship or material and covered by this Limited Warranty, the company shall, at its sole option, either refund the purchase price or supply such material as, in the Company's sole judgment, is necessary to replace any defect flooring. This Limited Warranty is subject to the following conditions: (i) the flooring must have been installed and maintained in accordance with the Company's installation instructions in an area for which the Company has specified as suitable for use; (ii) it is the installer's responsibility to inspect all material prior to being installed. Any flooring material installed with visible defect is not covered by this Limited Warranty; (iii) the defect must not have been caused by extremes of temperature, chemical reaction, corrosion, or from any abuse of abnormal usage; (iv) any claim must be brought to the Company's attention, in writing, within the stated period; and (v) the Company must be given the opportunity to inspect the installation and investigate the claim.

#### **Claim Procedures:**

In the event of a claim, the appropriate claim form should be completed and returned with a copy of the purchase invoice. The claim must be submitted through the company from which the product was purchased. Upon receipt of the written claim, we will work expeditiously to settle the matter but reserves the right to inspect the floor and remove samples for lab testing.

#### **Exclusions:**

What is not covered, but is not limited to:

Does not cover flooring that has been installed with visible defects including color, missing finish, gouges, etc.

Does not cover construction related damage.

Does not cover flooring that has been damaged by pebbles, grit, sand, abrasives, caster wheels, wheel chairs with narrow hard wheels, vacuum beater bar, high heel or cleated shoes, chemicals, fire or burns, intense sun light and heat.

Does not cover flooring that has indentations, surface scratches, scuffing, burn marks, etc.

Does not cover loss of gloss due to lack of maintenance.

Does not cover discoloration from carpet dyes, fertilizers, or other chemicals.

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Does not cover staining from use of mats not labeled “non-staining”.

Does not cover flooring that has been over heated due to sunlight or poor temperature control.

Does not cover squeaks or noises either by the flooring or the moisture barrier installed under the flooring

Does not cover curling or other types of product deformation due to trapped moisture under the flooring

Although this product does not absorb moisture, precautions still need to be taken to ensure a dry subfloor. ASTM F 710 – Preparing Concrete Floors to Receive Resilient Flooring, references industry acceptable levels for in situ % RH as 85% RH or lower or a maximum 3 lbs/1000 sq-ft per 24 hr as acceptable MVE, tested according to ASTM F 1869. If high moisture is present under the installed floor it can create an ideal breeding ground for mold, mildew, fungus, or cause product deformation. The Limited Warranties do not cover product deformation, discoloration from mold, mildew or fungus caused by high moisture, flooding, leaking plumbing or appliances, or water entering through doorways that lead outside.

THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SLIP RESISTANCE, FIRE RESISTANCE OR ANY OTHER SAFETY FACTORS NOT SET FORTH IN COMPANY’S SPECIFICATIONS) AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### Limitation of remedies:

The sole and exclusive remedy for any damage or loss in any way connected with Company's product, whether due to Company's negligence or breach of any other duty, shall, at the Company's sole option, consist of either (i) refund of the purchase price or (ii) the delivery of such material as, in Company's sole judgment, is necessary to replace any defective flooring. Company's liability shall in no event exceed that expressly set forth herein, irrespective of the basis for any claim, including but not limited to claims for breach of contract, breach of warranty, negligence, strict liability or tort. Under no circumstances shall Company be liable for incidental or consequential damages. No employee, agent or distributor of Company or any other person is authorized to state or imply any additional warranties on behalf of the Company, or to assume for the Company and other liability in connection with any of its products, unless made in writing and signed by an officer.

### Governing Law: Jurisdiction; Waiver of Jury Trial

This order and any dispute, claim or controversy arising out of or related to the Company's products shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each of the parties consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in connection with any dispute, claim or controversy arising out of or related to the Company's products, this Order, or the interpretation hereof. The parties each knowingly, voluntarily and intentionally waive any and all rights that they may have to a trial by jury with respect to any dispute, claim or controversy arising out of or related to the Company's products, this Order, or the interpretation hereof.

### General:

This Order constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the parties concerning the subject matter hereof. Company objects to, and shall not be bound by, any terms or conditions of Customer's purchase order or invoice which attempt to impose on Company any terms or conditions at variance with or materially different from Company's terms and conditions as set forth herein. The terms and conditions set forth herein are intended to be complete and exclusive of any additional terms and

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conditions and cannot be subsequently amended or modified, except in writing signed by an officer of Company. If any provision hereof is determined to be invalid or illegal by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain enforceable and in full force and effect.