

# Generic Warranty for LVP/WPC Rigid Core Plank Flooring

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## Residential ❖ Light to Medium Commercial Setting

### STATEMENT OF WARRANTY

#### General Terms:

This limited warranty document covers our LVP/WPC Rigid Core Plank Flooring when applied in a Residential or Light to Medium Commercial setting.

**Note: Perceived product performance expectations will not be considered when considering warranty coverage.**

Our LVP/WPC flooring products when installed in a commercial area regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Our limited warranty cover the cost of material for the period of the warranty and reasonable labor costs **only** when and if a professional flooring installer was paid to install the original material. Labor will be paid according to the following schedule located under Terms of Limited Lifetime Warranties. **D.I.Y projects are not covered under this warranty.**

We reserve the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring.

We reserve the right to inspect any floor that is deemed by the client to be defective. **Removal of the flooring prior to this inspection voids this product warranty in its entirety.** Note: At our discretion will send a company representative and/or a third-party independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Our LVP/WPC Rigid Core Engineered Vinyl products when installed in any commercial setting, regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

**Closeouts, seconds, and cash-and-carry sales are not covered under this warranty.**

### Warranty Periods for Our LVP/WPC Rigid Core Vinyl Flooring Products

- ❖ Limited Lifetime Structural Warranty
- ❖ Limited Lifetime Residential Wear Warranty
- ❖ Limited Lifetime Waterproof Warranty
- ❖ Limited Lifetime Pet Proof Warranty
- ❖ Limited 30-Year Medium Commercial Wear Warranty

#### Limited Lifetime Structural Warranty:

Our LVP/WPC Rigid Core Plank Flooring will be free from manufacturing or material defects for the life of the product. Should a problem attributable as a manufacturing defect develop after the flooring is installed,

we will verify the validity of the manufacturing defect. Upon determination of a manufacturing defect, we will authorize either replacement of the defective planks or replacement of the floor at our discretion. **Note:** This will be a credit based on the original purchase price of the product and will be good toward the purchase of repair material and/or replacement material. **Note:** When a defective product is installed (if/when it was or should have been noticeable at time of installation), credit applies only to material, and does not include labor, since it is the responsibility of the installer to determine suitability of the material prior to installation. **Note:** Installation constitutes acceptance of the material as well as any/all jobsite conditions.

**Wear Warranty:**

We warrant that the installed product will not wear through to the printed film layer, stain or fade under normal use as follows:

*Limited Lifetime Residential Wear Warranty: covered for the lifetime of the original purchaser and is transferable one time from the original point of sale and installation.*

*Limited 30-Year Medium Commercial Wear Warranty: covered for a period of 30 years from the date of purchase.*

Vinyl wear through is defined as 100% vinyl layer wear-through that exposes the core material, or that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered or affected from normal use, over a minimum of 3% of the total installation. Stains and fading must be sufficient that the affected area of flooring is permanently discolored from normal household use and cleaning. (Gloss reduction, marring, dings, dents, or surface scratches are not considered surface wear.)

**Limited Lifetime Waterproof Warranty:**

- Our LVP/SPC Rigid Core plank flooring is warranted to be 100% (liquid) waterproof, and the structural integrity of the floor plank will not be significantly diminished by exposure to topical water for the life of the product. While topical water will not affect the floor's structural integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, due to high levels of relative humidity within the atmosphere and/or emitting from the surface of a concrete slab, lightweight concrete and/or the soil within a crawl space, mold and/or mildew growth can occur beneath the floor and/or between the flooring joints (particularly if the moisture problem remains undiscovered or unaddressed). Note: Our Waterproof (moisture) warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. In addition, said warranty does not warrant against cupping, buckling and/or end joint peaking due to gaseous water vapor absorption into the core material because of not providing the required moisture vapor protection as outlined in our Installation Guidelines. If the flooring plank is structurally compromised, resulting from exposure to topical water, we will authorize a pro-rated credit based on the terms outlined below in the section titled "Terms of Limited Lifetime Warranties". This warranty is transferable one time from the original point of sale and installation.

This Limited Lifetime Waterproof Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowners' insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, toilet overflows, household appliances, etc. Also excluded are damages caused by flooding, high levels of moisture emitting from within a concrete slab, lightweight concrete, soil within a crawl space, standing water from hydrostatic pressure, hydrostatic head, or other casualty events.

This Limited Lifetime Waterproof Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowners' insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, toilet overflows, household appliances, etc. Also excluded are damages caused by flooding, high levels of moisture emitting from within a concrete slab, lightweight concrete, soil within a crawl space, standing water from hydrostatic pressure, hydrostatic head, or other casualty events.

**The Limited Waterproof Warranty does not cover:**

- Damage to surrounding structure, walls, subfloor, fixtures, furniture, cabinets, underlayment, moldings, trims, personal belongings, lodging, meals, pain and suffering, legal expenses, moving and storage expenses, loss of use, subfloor heating elements, or anything that is not the floor plank.
- Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.

**Limited Lifetime Pet Resistant Warranty:**

We warranty that our LVP/WPA Rigid Core plank flooring will resist staining (not prevent staining) caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for as long as you own your floor. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove. **The Limited Lifetime Pet Resistant Warranty does not cover:**

- Any urine, feces, or vomit stains, other than from a pet (domestic cat or dog).

**Terms of Limited Lifetime Warranties:**

- We will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, we reserve the right to select and supply similar materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.
- One replacement floor only will be made for the wear out, fading, and staining. Claimants who received settlement may not claim again and no additional replacement floors will be supplied.
- Alternatively, a refund (or pro-rated credit) of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase:
  - ▶ Within 1-2 years - 100%
  - ▶ Within 3-5 years - 70%
  - ▶ Up to year 10 - 50%
  - ▶ After 10 years – 25%
- The costs of professional labor within the approved labor charges put forth by us, provided that the labor is performed according to our guidelines and standard industry practices. Labor must also be provided by a certified professional flooring installer. Labor will be paid according to the following schedule:
  - ▶ Within 1-2 years – 100% of reasonable labor costs for reinstall.
  - ▶ Within years 3-5 – 70% of reasonable labor costs for reinstall.
  - ▶ Up to year 10 – 50% of reasonable labor costs for reinstall. **Note:** After 10 years – labor costs are not included.

### **Warranty Program Limitations:**

- This warranty is transferable one time from the original point of sale and installation.
- Manufacturing defects must be reported prior to installing the floor, as installation constitutes acceptance of the material, as well as any/all jobsite conditions.
- This warranty covers only properly installed and maintained floors, according to our guidelines and accepted industry practices.
- **For products sold as “Do-It-Yourself” or cash-and-carry sales, no reimbursement for labor costs will be provided.**
- We will not pay for any **consequential or incidental damages** under this limited warranty.
- We will not pay for the loss of time, inconvenience or other incidental expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area subsequent to the original installation, and/or compensation towards hotel expenses, storage, cleaning, structure repairs, which includes compensation towards meals, and/or travel expenses.
- This warranty does not cover the exclusions indicated on the package.
- We reserve the right of final judgment and may refuse claims in certain instances.
- We reserve the right to modify or withdraw the warranty at any time.

### **This Limited Warranty Program does not include the following:**

- **Installed with obvious manufacturing defects (see Limited Lifetime Structural Warranty Terms).**
- **Products that have not been properly acclimated according to our Installation Guidelines.**
- Improper installation or product not installed according to our installation guidelines and accepted industry practices.
- Use of adhesives for installing our LVP/WPC Rigid Core Plank Flooring.
- Does not warranty against cupping, end lift (aka end joint peaking), gaping, joint ledging, locking mechanism failure due to improper installation techniques, chipped and/or broken edges.
- Damage caused during installation by use of improper tools, non-rubber mallets or hammers, adhesives, tape, etc.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, rolling loads, sliding loads, static loads, caster wheels, wheelchair related damage, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects causing damage to the floors surface.
- **Flooring installed in structures that are surrounded by water will not qualify for any/all applicable warranty coverage offered with this product.**
- Cuts, scratches, gouges, indentations, punctures caused by sharp objects, pet claw damage.
- Cracking, warping, delamination, curling, cupping, buckling, end joint peaking, or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Staining or changes in color caused by dyes, fertilizers, chemical burns, alkali caused dulling, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation; fading or staining caused by use of rubber mats.
- Stains, fading, discoloration or moisture problems due to use of rubber mats, and/or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage from doors.
- Mold and mildew growth caused by excessive moisture in the environment and/or emitting from the substrate and/or soil.

- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Color variations (due to use of natural components), exposure to UV light and/or sunlight, and age of material.
- Different from samples or printed material in shade, color, or embossing. (Color inconsistency between samples, replacement product, or illustrations and actual product is not a manufacturing flaw).

#### **Disclaimer of Non-Responsibility:**

Statement/disclaimer of non-responsibility (voids any/all applicable warranties offered by us) pertaining to labor/material costs, lodging costs, storage costs, personal injury costs, hospital/medical costs, and or damages caused to any/all cabinets, furniture, counter tops, built-in ranges/stoves, moldings/trim, fixed furniture/wall units, wallpaper, painting, specialized plaster coatings, drywall, the structure itself, as a result of removal of the flooring, cupping, buckling, twisting, bowing, shrinking, gaping, ledging, end joint lift (aka end joint peaking), locking mechanism failure, chipping, delamination, site caused dings, dents or scratches, surface marring, moving related damages of any and all kinds, and/or anything not caused by a manufacturing caused defect. We the right to void any/all warranties if and/or when any of the above-mentioned or non-mentioned items (i.e., cabinets, islands, pool tables, pianos, wall units etc.) are installed over the surface of our LVP/WPC flooring product where the floor experiences a manufacturer or non-manufacturer related failure, which requires the removal of the flooring in part, or in its entirety. Our flooring products **MUST NOT** be installed prior to the installation of cabinetry and or any other fixed furnishings etc., as outlined above. Let it be known that the general contractor/flooring contractor/flooring installer/designer/homeowner/renter etc., assume **ALL** responsibility for any/all damages/costs incurred if flooring is laid prior to the installation of the above-mentioned of non-mentioned items. **Note:** Said parties absolve us from any/all financial liability/responsibility of any claims now or in the future.

**WARNING:** DO NOT INSTALL MOLDINGS/TRIMS IF THERE IS ANY QUESTION TO THEIR ACCEPTABILITY. **NOTE:** INSTALLATION CONSTITUTES ACCEPTANCE OF THE MATERIAL BEING INSTALLED.

We **WILL NOT** be responsible/liable for any/all costs i.e., **LABOR** associated with any/all claims involving **color and/or sheen level difference issues** within the floor and any/all supporting trim components e.g., stair treads, stair nosing's, reducers, T-moldings, thresholds, end caps, etc., after the molding/trim have been installed. It is the responsibility of the flooring contractor/installer/dealer/homeowner etc., to make certain that the moldings/trim color match to the flooring is acceptable before moving forward with the installation. **NOTE:** The dealers display sample must be used as a **GO-NO-GO** tool in determining the acceptability of the floors and trim moldings color tone and sheen level. **NOTE: Once the floor and trim moldings have been installed there is no question as to their acceptability. Please note that our trims come with a 1-year limited warranty.**

#### **PRECAUTIONARY STATEMENT:**

BEFORE MIXING MATERIALS, I.E., FLOORING FROM DIFFERENT RUNS/LOTS, MAKE SURE THE COLOR TONE AND SHEEN LEVEL IS ACCEPTABLE BEFORE STARTING THE INSTALLATION. **NOTE:** IT IS THE RESPONSIBILITY OF THE DESIGNER, ARCHITECT, BUILDER, HOMEOWNER, FLOORING CONTRACTOR, ETC., TO DISCUSS WITH THE FLOORING INSTALLER(S) THE ACCEPTABLE COLOR TONE RANGE OF THE FLOORING BEING INSTALLED. THE **APPROVED** FLOORING SAMPLE **MUST BE SHOWN TO THE INSTALLER(S)** BEFORE COMMENCING WITH THE INSTALLATION. MOREOVER, THE APPROVED COLOR TONE SAMPLE **MUST BE USED/VIEWED** AS A **GO-NO-GO** TOOL, ONCE INSTALLED THERE IS NO QUESTION TO THE FLOORS/TRIM MOLDINGS ACCEPTABILITY. INSTALLATION CONSTITUTES ACCEPTANCE OF THE MATERIAL

BEING INSTALLED, AS WELL AS ALL JOBSITE CONDITIONS. WE **WILL NOT** BE RESPONSIBLE FOR ANY/ALL COSTS INVOLVING COLOR TONE GRAIN TEXTURE AND/OR GLOSS RELATED CONCERNS/DISCREPANCIES.

*No person, representative, employee, or agent not employed by us is authorized to modify or change the warranty statements made in this document.*

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

**Claim Filing**

To file a claim, contact your retailer or distributor (retail accounts only) to obtain the necessary paperwork. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling.