

WARRANTY

LVT Limited Manufacturing Warranty for Standard LVT Click and Rigid Core Click Products

LIMITED MANUFACTURING WARRANTY

Manufacturer provides a one-year limited warranty that the product is free of any manufacturing defects. If such products are found to be defective, manufacturer warrants that such products, when sold as Regular or First Quality material, will be free from manufacturing defects for a period of one year from the date of original purchase. Further, manufacturer will supply new products of the same or similar style, size, colour, grade and gauge for repair or replacement of the defective area or will repair the defect. Non-defective products that were damaged by improper installation would not constitute a valid claim under this Limited Warranty. Manufacturer reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

PRE-INSTALLATION LIMITED WARRANTY

Manufacturer warrants that the product you purchase is free of visual defects. You and the installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. Manufacturer will not be responsible for any claim for product installed with visual defects.

WEAR LIMITED WARRANTY

Eco Resilient Flooring (ERF) is protected with Tuff Shield wear layer. Manufacturer warrants that there will be no wear-through of the wear layer for the amount of years indicated from normal traffic or maintenance. "Wear-through" refers to complete loss of the wear layer so that the printed design layer is changed or affected. The term of your product Wear Limited Warranty will appear within the specification of each product.

• This Limited Warranty only applies provided the recommended installation instructions and maintenance procedures are followed. For complete details on installation and maintenance, see the instruction on the back of each carton or review the Installation/Maintenance and Limited Warranty brochure, the terms of which are hereby agreed to have been included in all sales contracts with the applicable products.

- If product is found to be defective, manufacturer will supply new products of the same or similar style, size, colour, grade and gauge for repair or replacement of the defective area and will pay reasonable labour cost if it was professionally installed, or will repair the defect.
- After corrective action is taken on an existing defect, you will continue to receive limited warranty coverage for the remaining period of your original limited warranty.
- Limited warranty cover for:
 - 1) Commercial Installations: First year at 100%, Second year at 90% with an applicable percentage of 10% less each year, continuing until the 10th year.
 - 2) Residential Installations: First year at 100%, Second year at 95% with an applicable percentage of 5% less each year, continuing until the 20th year.
- Multifamily use of Wear Limited Warranty will be covered for units and common areas under the specific Commercial Warranty associated with the product.

EXCLUSIONS TO THIS LIMITED WARRANTY:

- Dissatisfaction due to improper installation or maintenance of the floor products. For additional information for proper installation and maintenance, please review the information on the product packaging or the Installation and Maintenance brochure.
- Damages resulting from misuse or abuse including, but not limited to, scratches, cuts, burns, stains, indentations, improper or insufficient maintenance, use of steam cleaners and lack of proper floor protector.
- Floor products sold as irregulars or second quality or sold "as is".
- Colour variations between samples or printed illustrations and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based solvents or cleaners or tracked in asphalt.
- Reduction of gloss from use.
- Cost of installation or removal for products installed with defects obvious and visible before the installation.
- Commercial or Residential installations with heavy wheeled vehicle traffic that permanently indents or damages the flooring.

- On LVT products installed in areas where direct sunlight strikes floor. Rigid Core Products are more resistant to direct sunlight.
- The performance or the application of any embossing leveller that may be used.
- Manufacturer reserves the right to final judgment regarding claim approval.

This limited warranty is made solely to the original purchaser of Vinyl flooring products and is not transferable under any circumstances. Limited warranty begins on date of purchase. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of the manufacturer, or any other person, is authorized to assume for the manufacturer any additional liability or responsibility in connection with the products. Consequently, agents, employees, distributors, and dealers of the manufacturer are not authorized to make modifications to this limited warranty, or additional warranties on behalf of the manufacturer. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by the manufacturer and should not be relied upon. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE **OF PURCHASE.** Some states/countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. IN ANY CASE, NEITHER THE MANUFACTURER OR ITS AGENTS SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF THE MANUFACTURER OR IT'S AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTAL DAMAGES. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.