

# LUXURY VINYL - RIGID CORE

WARRANTY | 12MIL, 5MM OVERALL

WALVRC2023.1

## 25 YEAR RESIDENTIAL / 5 YEAR LIGHT COMMERCIAL / 5 YEAR MULTI-FAMILY WARRANTY

### EXPLANATION OF COVERAGE

The Manufacturer warrants the Luxury Vinyl Rigid Core 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.

### 25 YEAR RESIDENTIAL WARRANTY

The Manufacturer warrants 25 years of Residential use from the date of original purchase, the Luxury Vinyl Rigid Core 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 direct sunlight or normal indoor lighting.
- Will not wear through the decorative surface (scratches or loss of gloss is not considered wear).

### 5 YEAR LIGHT COMMERCIAL AND MULTI-FAMILY

The Manufacturer warrants 5 years of light commercial or Multi-family use from the date of original purchase, the Luxury Vinyl Rigid Core 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 direct sunlight or normal indoor lighting.
- Will not wear through the decorative surface (scratches or loss of gloss is not considered wear).

Refer to Suitability of Product and Acceptable Application Chart for suitable installation areas covered by this warranty.

### 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.

### SUITABILITY OF PRODUCT

The Manufacturer warrants only first quality products for recommended application use such as those outlined in the Acceptable Application Chart.

Products will perform as warranted for the stated warranty period when installed in accordance with the Manufacturer's Luxury Vinyl Rigid Core installation instructions over approved substrates and underlayments, using the recommended adhesives if applicable. 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 light traffic commercial areas. The intended applications include privately owned in-house businesses, such as daycare centers, doctor/dentist offices, and barber/beauty shops (exclusions: heavy rolling traffic such as hospital beds or electric wheelchairs)

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 objects are rolled or dragged around
- Industrial Applications

### Acceptable Application Chart

| BUILDING TYPE        | EXAMPLE OF APPLICATION TYPE   | RECOMMENDED APPLICATION AREAS  |
|----------------------|---|--|
| PRIVATE RESIDENCES   | Single Family Dwellings   | Any Room, including "Wet Areas" (Bathrooms, Kitchens, Mudroom)(excluding Saunas, Steam Rooms)  |
| MULTI-FAMILY HOUSING | Apartments, Condos, Military Housing  | Any Room, including Common Areas   |
| HEALTHCARE           | Medical Clinics, Retirement Centers, Doctor' Offices, Hospice, Assisted Living  | All Non-required "Clean Room" Areas - Corridors, Patient Rooms, Lobbies, Waiting Rooms, Cafeterias, Exam Rooms, Common Areas (exclusions: heavy rolling traffic such as hospital beds or electric wheelchairs) |
| CORPORATE            | Banks, Professional Offices, including Accountants, Lawyers, etc.   | Offices, Hallways, Lobbies, Reception Areas, Bathrooms, Break Rooms, Conference Rooms  |
| RETAIL               | Retail Stores, Main Street, Boutiques, Art Galleries, Bookstores, Coffee Shops, Gift Shops, Jewelry Stores, Beauty Salons, Barber Shops | Dressing Rooms, Entire Store, (excluding Storage Areas)  |
| HOSPITALITY          | Hotel, Motel, Restaurants   | Hallways (excluding Commercial Kitchens, Heavy Rolling Traffic)  |
| EDUCATION            | Daycare, Preschool, Elementary, Secondary Learning, Universities, Libraries   | Dorms, Common Areas, Cafeterias, Auditoriums, Libraries (excluding Gymnasiums)   |

### INSTALLATION OVER RADIANT HEAT SUBFLOORS

The Manufacturer warrants that this Luxury Vinyl Rigid Core 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 Rigid Core flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

### WHAT YOU SHOULD DO IF ANY OF THE ABOVE 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 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;
- 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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**Contact your flooring retailer with questions or concerns regarding your flooring purchase.**