

# SPC & WPC Limited Warranties



## RESIDENTIAL & COMMERCIAL LIMITED WARRANTIES

### MANUFACTURE LIMITED WARRANTY

- Except as set forth below in “Limited Wear Warranty,” this product is warranted to be free from manufacturing defects in excess of industry standard (5% of total flooring quantity) for a period of one year from the date of purchase. Should a defect occur within the stated warranty period, Manufacture will at its sole discretion, either repair or replace that portion of the flooring determined to be defective of the same or similar style, quality, size, color, grade, and gauge. If Manufacture is unable to furnish equivalent replacement product, Manufacture may at its sole discretion, elect to refund a portion of the original purchase price equivalent to the value of the defective portion of the floor.
- If the floor was professionally installed by a Licensed Professional Flooring contractor, the Manufacturer will pay reasonable labor costs for claims that arise during the first year of the warranty period; provided such costs shall be paid for product defects, not improper installation. Reasonable labor costs shall be determined solely by the manufacture.

### LIMITED WEAR WARRANTY

- The flooring is produced with a protective vinyl wear layer. The vinyl wear layer of the floor plank is warranted not to wear through under normal use for the life of the limited warranty.
- Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation.
  - Loss of Gloss, surface scratches, scuff marks, and abrasions are not considered surface wear.
- If 100% vinyl layer wear-through is determined to have occurred, Manufacturer will either repair or arrange a pro-rated credit based on the terms outlined below in “Terms of Residential & Commercial Limited Wear Warranties”.

### GENERAL EXCLUSIONS TO LIMITED WARRANTIES

- The warranty period commences on the date of original purchase and is not extended by any warranty work performed hereunder or by subsequent work or purchases of materials.
- These warranties are made solely to the original purchaser of the flooring and are not transferable under any circumstances.
- These limited warranties are expressly in lieu of any other express warranty whether oral or written.
- The manufacturer reserves the right to inspect, or have the floor independently inspected.
- Manufacture reserves right to final judgement regarding the approval for any repair or replacement.
- This warranty is limited to the designs, colors, styles, structures, and SKU’s available at time of the repair or replacement. If the original product is no longer available, Manufacturer reserves the right to substitute another design, color, style, structure, or SKU that is similar to the original and of equivalent value.
- Products sold as irregulars, drops, discontinued, or second quality are sold “as is” and are excluded from warranty.
- Warranties only apply if the recommended installation instructions and maintenance procedures are followed.
- Manufacturer makes no guarantee that products will match or coordinate with customer furnishings, trim, cabinetry, railing, or other furnishings or items.
- Warranties do not cover the cost of moving furniture, appliances, computers, or other site preparations such as disposal, special moldings, and trims. You will be required to remove and replace at your own expense, any items placed over the affected areas after original installation.
- These products are not to be used as moisture barrier. Damage caused by excessive moisture, floods, standing water, water underneath flooring, alkali, mold, mildew growth, and/or hydrostatic pressure are excluded.
- Stairs, Stair nosing, molding, trims, etc. are excluded from warranty coverage.
- Damage to surrounding structure, building settling, walls subfloors, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor or plank.
- Damage caused by movement of heavy objects, display racks, rolling objects, or items that exert extreme stress to the planks.
- Color variations between samples, printed illustrations, website, dye lots, gloss level, age of material, and the actual production runs. Product deformities that are not measurable or that only visible at a certain angle or light.

**Installation is Excluded from Limited Warranties, including, but not limited to, the following:**

- Product damage caused by improper subfloor preparation or product installation.
- Costs to repair or replace material installed with visual defects.
- Failure to install the flooring in proper environmental conditions between 55F – 85° Fahrenheit.
- Failure to install a moisture barrier such as 6 mil Polyethylene on concrete, gypcrete, or cementitious subfloors.
- Damage caused by installing additional underlayment pad when the product has an attached pad.
- Failure to leave proper expansion space per installation instructions.
- Product damage caused by deficiencies related to subfloor, floor joist assemblies, subfloor preparation, and fasteners including, but not limited to, uneven subfloor, floor deflection, hardwood, existing vinyl, excessive cracking, movement, and voids in subfloor.
- Noisy, squeaking, popping, crackling subfloors or flooring are not covered by warranty.
- Damage caused by pebbles, nails, screws, or debris below the installed floor.

**Use, Maintenance, and Site Exclusions**

**Damage resulting from misuse or abuse includes, but is not limited to, the following:**

- Damage due to walkers & wheelchairs (motorized and non-motorized).
- Flooring installed outdoors, in saunas, solariums, and sunroom.
- Failure to maintain a constant temperature of 55F – 85°F before, during, and after the installation with a relative humidity range of 30% - 65%.
  - Temperatures outside the recommended range can cause permanent damage such as cupping, gaps, and warpage.
- Damage due to radiant heated floors.
- Improper or insufficient maintenance.
- Loss of gloss, texture, scratches, and abrasions.
- Dents caused by impact, indentations from heavy furniture, sharp objects, high heels, or spiked shoes.
- Abuse, gouges, chips, scuff marks, cuts, soiling, fading, burns, warping, splits, or cracks.
- Damage due to caster wheels, rolling chairs, office chairs, or other rolling traffic.
- Stains or surface damage caused by topical contaminants or improper maintenance including detergents, bleach, abrasive cleaners, chemicals, corrosive or caustic chemicals, paint, dyes, permanent floor finish, or mop & shine products.
- Stains or surface damage caused by rubber-backed or natural fiber mats, adhesives, tape, paint, permanent dyes, chemicals, caustic substances, or asphalt tracking.
- Surface damage caused by pebbles, nails, screws, or debris.
- Damage due to urine, feces, or vomit.
- Pet damage.
- Damage caused by floods, standing water, appliances, plumbing leaks, or natural disasters.
- Damage caused by commercial cleaning machines.
- Heavy objects (furniture, pool tables, pianos, or fixtures) on or affixed to the floor that prevent the floor from floating.
- High Traffic commercial isolated areas of wear (doorways, hallways, service counters, workstations are not considered normal wear through and are not covered by this warranty.
- Excessive wear along edges and bevels of individual boards (within 1/8" / 3mm of the edge of the panel) is not covered by this warranty.
- Vacuum cleaner beater bars, electric brooms, or other mechanical maintenance equipment.
- Heat damage includes sun exposure, fire, steam cleaners, clothes irons, curling irons, hair dryers, heat guns, candles, stoves, portable heaters, electric cookware, and malfunctioning appliances.
- The flooring requires curtains, blinds, drapes, shears, or solar film to help disperse the sunlight and to protect it from thermal expansion (dimensional changes), such as cupping, gapping, edge peaking, warping, fading, and discoloration from exposure to direct sunlight.
- Save a couple of cartons of flooring in case of accidental damage.

## **TERMS OF RESIDENTIAL & COMMERCIAL LIMITED WEAR WARRANTIES:**

Consequential or incidental damages under excluded from this warranty. As set forth below, repair, refinish, replacement of flooring material or a partial refund are the sole remedies. This warranty does not include the cost of labor if the flooring is installed by other than professional installers. There are no other warranties, including merchantability or fitness for a particular purpose, expressed or implied other than those listed within this warranty. This warranty will not be deemed to have failed its essential purpose while the manufacturer is willing to repair or replace defective goods. Some states do not allow the exclusion or limitation of incidental or consequential damages and therefore, this exclusion may not apply. This warranty gives you specific legal rights, which may vary from state to state.

Should a defect occur within the stated warranty period, Manufacture will, at its sole discretion, either repair or replace that portion of the flooring determined to be defective with the same product or a product of similar style, quality, size, color, grade, and gauge. If the style installed in your home is no longer available, manufacture will authorize your Retailer to replace the affected floor with another style similar to the original and of equivalent value. If Manufacture is unable to furnish equivalent replacement product, Manufacture may at its sole discretion, elect to refund a portion of the original purchase price equivalent to the value of the defective portion of the floor. The amount of the refund is a percentage of the original cost and decreases over time, as set forth below.

- During the 1<sup>st</sup> year following installation, Manufacturer will, at its option, either (i) repair to conform to the warranty; or (ii) replace the affected area with another floor of equal value.
- If the floor was professionally installed by a Licensed Professional Flooring contractor, the Manufacturer will pay reasonable labor costs for claims that arise during the first year of the warranty period; provided such costs shall be paid for product defects, not improper installation. Reasonable labor costs shall be determined solely by the manufacture.
- For products sold as “Do It Yourself” no labor cost will be provided as part of this warranty.
- After the 1<sup>st</sup> year, manufacture will at its option (i) repair the floor to conform to the warranty or (ii) provide a pro-rated credit for material only (no labor) per below schedule, based on a percentage of the original cost, to authorized Retailer or Customer, as applicable.
  - During the second year: 90% credit
  - During the third year: 80% credit.
  - During the fourth year: 70% credit
  - During the fifth year: 60% credit
  - During the sixth year: 50% credit
  - During the seventh year: 40% credit.
  - During the eighth year: 30% credit
  - During the ninth year: 20% credit
  - After the ninth year: 10% credit
- If Manufacture elects to replace the flooring to conform to the warranty, such replacement shall be of equivalent value and similar style, quality, size, color, grade, and gauge.
- Under no circumstance will the value of a warranty claim exceed the original purchase price of the product.

## **HOW TO MAKE A CLAIM:**

- Any claim made under these limited warranties must be made by contacting your authorized retailer, within 30 days after the basis of the claim is detected and before the end of the applicable limited warranty period. Proof of purchase including the date of purchase, must be presented to make a claim. When applicable, the authorized retailer will provide an initial inspection of the issue and will be obligated to present their finding to the manufacture along with proof of purchase, a sample and/or clear photos of the defect, and any additional information manufacture may need to understand the cause of the issue.

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