

STATEMENT OF WARRANTY

SPC RIGID CORE FLOORING - Summit Series

Limited Lifetime Residential & 20yr. Limited Commercial Warranty

SPC RIGID CORE FLOORING - Horizon Series

Limited Lifetime Residential & 10yr. Limited Commercial Warranty

General Terms:

This warranty document covers your Flooress Luxury Vinyl Plank floor when applied in a residential or light commercial setting. When installed in a commercial area, regardless of commercial use designation, this product must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

This warranty covers the cost of material (pro-rated) for the period of the warranty stated. The manufacturer reserves the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring. The manufacturer reserves 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. The manufacturer, at its 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. This flooring product, 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-n-carry sales are not covered under this warranty.

This warranty states that this flooring product will be free from manufacturing or material defects for the term stated above. Should a problem attributable as a manufacturing defect develop after the flooring is installed, the manufacturer will verify the validity of the manufacturing defect. Upon determination of a manufacturing defect, the manufacturer will authorize a credit based on the original purchase price of the product to the distributor/dealer, which will be good toward the purchase of a replacement. When a defective product is installed, credit applies only to material, and does not include labor, since it is the responsibility of the purchaser / installer to determine suitability of material prior to installation.

Defect Warranty:

The manufacturer warrants that this flooring product will be free from manufacturing defects for a period of 1 year from the original date of purchase. If such defect occurs, upon verification of the defect by the manufacturer, repair or replacement of the affected area of installed flooring will be authorized by the manufacturer.

Wear Warranty:

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

- Limited Residential Wear Warranty: Covered for the time of the original purchaser and is non-transferable.
- Limited Light Commercial Wear Warranty: covered for a period stated from the date of purchase.

Wear-through is defined as 100% vinyl or décor 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 or surface scratches are not considered surface wear.)

Limited Waterproof Warranty:

This SPC Rigid Core flooring is warranted to be 100% waterproof and the structural integrity of the floor plank will not be significantly diminished by exposure to water for the term stated. While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). The manufacturer's waterproof (moisture) warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. If the flooring plank is structurally impugned, resulting from exposure to water, the manufacturer may, after review, authorize a pro-rated credit based on the terms of this warranty. This warranty is non-transferable from the original point of sale and installation. This Limited 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, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

The Limited Waterproof Warranty does not cover:

- Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.

Limited Pet Proof Warranty:

The manufacturer warrants that this flooring product will resist 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 the warranty term stated. 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. Pro-longed removal of effected area may result in slight dis-coloration where area is affected.

The Limited Pet Proof Warranty does not cover:

- Any urine, feces, or vomit stains other than from a pet (domestic cat or dog)
- The manufacturer will supply new material of the same color, design, and grade, if available to original place of purchase. If unavailable or discontinued, the manufacturer reserves 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.
- The manufacturer 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.
- This warranty does not cover the exclusions indicated on the package.
- The manufacturer reserves the right of final judgment and may refuse claims in certain instances.
- The manufacturer reserves the right to modify or withdraw the warranty at any time.

This Limited Warranty does not include the following:

- Installed planks with visible manufacturing defects. It is the responsibility of the original purchaser or installer to inspect each plank and install in well light areas. Planks installed are deemed accepted by the purchaser.
- Products that have not been properly acclimated according to the installation guidelines.
- Improper installation or product not installed according to the installation guidelines and accepted industry practices.
- Use of adhesives for installing this flooring product.

- 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, caster wheels, furniture (including chairs) without proper floor protectors and furniture rests, dropping of metal or heavy objects of the like.
- Cuts, scratches, gouge, indentations, punctures caused by sharp objects.
- Cracking, warping, delamination, curling, 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 tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings, or other similar materials; fading or discoloration 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 or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in subfloor; 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 or substrate.
- Installed over unstable, unsuitable, or improperly prepared subfloors, 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).

No person, representative, employee, or agent not employed by the manufacturer 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.

To file a claim:

Contact your retailer or distributor to obtain the necessary procedure. 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. If the claim is deemed <u>not</u> a manufacturing defect, you are responsible for all costs and fees associated with the third-party independent inspection.