

**WARRANTIES** 

#### **EXAMPLE 2** LIFETIME LIMITED RESIDENTIAL WEAR WARRANTY

The flooring is warranted to be 100% waterproof and the structural integrity of the floor piece will not be significantly diminished by exposure to topical moisture for the life of the product. While topical 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). Eastern Flooring Products<sup>®</sup> moisture warranty excludes damage resulting from mold (and/or) mildew growth due to prolonged exposure to moisture.

While moisture will not affect the floor's integrity, excessive subfloor moisture or hydrostatic pressure can pose a significant risk to the structural integrity of the installation. As the moisture attempts to escape an encapsulated space it can cause plank warping and/or disengagement of the product. If the floor piece is penetrated resulting from exposure to topical moisture, Eastern Flooring Products® will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of Lifetime Limited Warranties."

This lifetime limited waterproof warranty does not cover:

- 1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the flooring piece.
- 2. All casualty events involving water normally covered by homeowners' insurance, included, but not limited to leaky or burst pipes, appliances, and or plumbing fixtures; flooding or standing water of any cause.

### **EXECUTE** LIMITED RESIDENTIAL WEAR WARRANTY

The wear surface of the vinyl floors are warranted to not wear through under normal use for the lifetime of the original purchaser of the product. 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. Gloss reduction or surfaces scratches are not considered surface wear. If 100% vinyl layer wear-through is determined to have occurred, Eastern Flooring Products® will arrange a pro-rated credit based on the terms outline below in the section headed "Terms of Lifetime Limited Warranties."

### **TERMS OF LIFETIME LIMITED RESIDENTIAL WEAR WARRANTIES**

Within Ten (10) Years: Claim on defects of this product as covered by this warranty that is reported within ten (10) years of purchase, Eastern Flooring Products® will arrange a credit based on the original purchase of the product or replace the product.

After Ten (10) Years: Claims on defects of the product, as covered by this warranty, that are



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reported in writing after ten (10) years of purchase, Eastern Flooring Products® will arrange material or credit sufficient to repair the defective area of floor.

All residential wear warranties are made subject to the following conditions:

- 1. This warranty is non-transferable and only applies to the original purchaser and only when in compliance with all stated or implied conditions.
- 2. The floor must be installed properly and according to the Eastern Flooring Products® Installation Guidelines.
- 3. The floor must be maintained in accordance with the Eastern Flooring Products® Residential Care and Cleaning Guide.
- 4. The floor is installed entirely inside a dry, climate-controlled environment that maintains a continual temperature according to that specific product's installation guidelines.
- 5. Residential use applies to single tenant buildings and the units of individual tenants within a building. Areas shared by multiple tenants are covered by commercial warranties.

The residential wear warranties do not cover:

- Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or protectors, or any intentional or unintentional misuse of the product. Loss of finish gloss over time is consistent with normal wear and tear and is not a product flaw.
- 2. It is normal and expected for there to be color variations with exposure to UV light and/or sunlight. Color inconsistency between samples, replacement product, or illustrations and actual product is not a manufacturing flaw.
- 3. Eastern Flooring Products<sup>®</sup> makes no guarantee that RigidLock Plus will match or coordinate with customer furnishings, trim, cabinetry, railing, or any other decorative products.
- 4. Instances of noncompliance with installation instructions and care and cleaning guidelines. Eastern Flooring Products® cannot assume responsibility for the suitability of the material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application.
- 5. Cracking, warping, soiling, fading, improper care or abuse caused by items such as roller skates, golf shoes, or pets.
- 6. Floor covering installed in inappropriate locations is excluded from this warranty.
- 7. Installation of flooring that contains any manufacturing defects is not covered by this limited warranty.
- 8. Indoor spaces converted from outdoor spaces, unless compliant with all applicable guidelines



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for indoor installation, this may include, but is not limited to, decks, patios, garages, and disconnected buildings.

- 9. Scratching or indentation in areas exposed to rolling traffic, pivot areas, unprotected furniture legs, or furniture and items of excessive weight.
- 10. Dissatisfaction due to inappropriate maintenance or improper installation.
- 11. Labor or installation materials of any kind. The warranty covers the finished flooring material only. This limited warranty does not apply to moldings, trim, or underlayment.
- 12. Discoloration due to use of rubber-backed mats, mats of any kind, solvent-based polishes or cleaners, or asphalt residue.
- 13. Damage to the product resulting from a prolonged failure to properly report suspected issues with the floor within 48 hours of discovery of such issues.

### **∂** 10 YEAR LIMITED COMMERCIAL WEAR WARRANTY

The finish of the floor piece is warranted by Eastern Flooring Products® not to wear through under normal commercial use for a period of ten (10) years from the date of purchase. 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. (Gloss reduction or surfaces scratches are not considered surface wear.) Dull finish can be corrected with spot or overall recoating systems. If 100% vinyl layer wear through is determined to have occurred, Eastern Flooring Products® will arrange a prorated credit based on the terms outline below in the section headed "terms". This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

**Retail:** novelty shops/boutiques, product display areas, sales floors, showrooms, hair salons, hallways, entryways (walk off mats required)

**Medical Offices:** waiting rooms, patient rooms, examination rooms, storage rooms, hallways, entryways (walk off mats required)

**Hotels:** guest rooms, conference/meeting rooms, lobby, hallways

**Offices and Restaurants:** offices, conference/meeting rooms, showrooms, restaurant floors, break rooms

Institutional: classrooms, training rooms, meeting rooms, commons areas, residence halls, hallways

All commercial wear warranties are made subject to the following conditions:

- 1. The floor must be installed properly and according to the installation instructions.
- 2. The flooring must be used only indoors in a dry, climate-controlled area.

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- 3. The floor must be maintained in accordance with Eastern Flooring Products® Care and Cleaning Guide.
- 4. Installation of flooring material that contains any manufacturing defects is not covered by this limited warranty.
- 5. This limited warranty does not apply to moldings, trim, or underlayment.

#### The warranties do not cover:

- 1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or protectors, or any intentional or unintentional misuse of the product. Loss of finish gloss over time is consistent with normal wear and tear and is not a product flaw.
- 2. It is normal and expected for there to be color variations with exposure to UV light and/or sunlight. Color inconsistency between samples, replacement product, or illustrations and actual product is not a manufacturing flaw.
- 3. Eastern Flooring Products® makes no guarantee that RigidLock Plus will match or coordinate with customer furnishings, trim, cabinetry, railing, etc.
- 4. Instances of noncompliance with installation instructions and care and cleaning guidelines. Eastern Flooring Products® cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application.
- 5. Cracking, warping, soiling, fading, improper cleaning or abuse caused by items such as roller skates, golf shoes, or pets.
- 6. Floor covering installed in inappropriate locations is excluded from this warranty. Excluded areas include elevators, stairwells, and areas subject to irregular footwear such as ice skates, golf shoes, or athletic cleats.
- 7. Disengagement or indentation in areas exposed to rolling traffic, pivot areas, or unprotected furniture legs.
- 8. Dissatisfaction due to inappropriate care, cleaning, or installation.
- 9. Labor of any kind. The warranty covers the material only.
- 10. Discoloration due to use of rubber-backed mats, mats of any kind, solvent-based polishes or cleaners, or asphalt.
- 11. Damage to the product resulting from a prolonged failure to properly report suspected issues with the floor within 48 hours of discovery of such issues.



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### **TERMS OF 10 YEAR LIMITED COMMERCIAL WARRANTY**

**Within Five (5) Years:** Claim on defects of this product as covered by this warranty that is reported within five (5) years of purchase, Eastern Flooring Products® will arrange a credit based on the original purchase of the product or replace the product.

**After Five (5) Years:** Claims on defects of the product, as covered by this warranty, that are reported in writing after five (5) years of purchase, Eastern Flooring Products® will arrange material or credit sufficient to repair the defective area of floor.

### **REPORTING A PROBLEM**

- 1. If you think there is something wrong with your floor that is covered by this warranty, immediately contact the company you purchased the floor from within 48 hours of noticing the problem. Subsequent damage to the floor is not covered by the warranty.
- 2. Do not walk or roll anything over the affected area of the floor until the problem is identified or resolved.
- 3. If the company you purchased the product from determines there is a warranted issue with the floor, they will contact Eastern Flooring Products® to file a claim. They are the only party that can file a claim or inquire as to the status of that claim.
- 4. Eastern Flooring Products® has the unimpeachable right to decline a claim if not given the opportunity to inspect the floor in a timely manner. Floors that have been repaired, replaced, or permanently covered without manufacturer inspection will not be eligible to file a claim.

Replaces: 11/16/2020 Revised: 1/1/2023