

Floor Merica Luxury Vinyl Flooring
Statement of Limited Warranty

General Terms:

This warranty document covers the Floor Merica Luxury Vinyl flooring when applied in a residential, light commercial or medium commercial installation. Floor Merica Luxury Vinyl flooring when installed in a commercial area, regardless of commercial use designation must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions 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 installer to conduct the 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 the 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.

Floor Merica Luxury Vinyl flooring products 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. Close outs, seconds, and cash-n-carry sales are not covered under this warranty.

Defect Warranty:

This warranty states that Floor Merica Luxury Vinyl flooring will be free from manufacturer or material defects for the term stated above. Should a problem attributable as a manufacturer defect develop after the flooring is installed, the manufacturer will verify the validity of the manufacturer defect. Upon determination of a manufacturer 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 replacement flooring.

When a defective product is installed, credit only applies to the material, and does not include labor since it is the responsibility of the purchaser/installer to determine suitability of material prior to installation.

The manufacturer warrants that Floor Merica Luxury Vinyl flooring 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 according to the terms stated above.

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 stated in the chart below. Coverage for the warranty starts at the date of purchase by the consumer and is non-transferrable.

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,

Floor Merica Luxury Vinyl Flooring
Statement of Limited Warranty

altered or affected from normal use, over a minimum of 3% of the total installation. Stains and fading, gloss reduction, scratches, scuffs and gouges are not considered surface wear and are not covered by the warranty.

<u>Product & Wear Layer</u>	<u>Residential</u>	<u>Light Commercial</u>	<u>Commercial</u>
Floor Merica 6 mil	10 years	N/A	N/A
Floor Merica 8 mil	30 years	N/A	N/A
Floor Merica 12 mil	Limited Lifetime	10 years	N/A
Floor Merica 20 mil	Limited Lifetime	10 years	10 years

Pro-ratings for replacement flooring and refunds are as follows: Years 1 & 2 are 100%, years 3 & 4 are 70% and year 5 to end of stated term is 50%.

Labor rates for a professionally installed flooring contractor when flooring was properly installed according to the installation instructions, industry standards and acceptable practices, using approved methods and materials including accessory items is as follows on validated and accepted wear claims: Years 1 & 2 are 100%, years 3 & 4 are 70% and year 5 is 50%. After year 5 no labor reimbursement will be provided.

Limited Waterproof Warranty:

Floor Merica Luxury Vinyl 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 in building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). The waterproof (moisture) warranty excludes damage to the flooring and surrounding areas, including the structure, 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 and authorize a pro-rated credit based on the terms of this warranty.

This warranty is non-transferrable 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 homeowner's insurance including, but not limited to, damages caused by floods, water from broken or 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 including, but not limited to walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank.
- Damages resulting from mold & mildew growth due to prolonged exposure to moisture to surrounding structure including, but not limited to walls, subfloor, fixtures, furniture,

Floor Merica Luxury Vinyl Flooring
Statement of Limited Warranty

- underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank.
- Flooring that is installed outdoors.

Limited Pet Proof Warranty:

The manufacturer warrants that Floor Merica Luxury Vinyl flooring will resist staining caused by pets (domestic dog or cat) 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 as the more time that elapses before removal, the more difficult a stain will be to remove. Prolonged removal of affected area may result in a slight discoloration of the affected area.

The Limited Pet Proof Warranty does not cover any urine, feces, or vomit stains other than from a healthy, domestic household pet (domestic dog or cat).

Warranty Limitations and Exclusions:

- 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 floor 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 cleaning 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 judgement and may refuse claims in certain instances.
- The manufacturer reserves the right to modify or withdraw the warranty at any time.
- Installed planks with manufacturing defects is the original purchaser or installer's responsibility to inspect each plank and install in well lit areas. Planks installed are deemed accepted by the purchaser.
- Products that have not been properly stored or acclimated according to the installation instructions.
- Improper installation or product not installed according to the installation instructions and accepted industry practices.
- Use of adhesives for installing Floor Merica Luxury Vinyl flooring (floating/click floors).
- Damage caused during installation by use of improper tools, non-rubber mallets or hammers, adhesives, tape, etc.

Floor Merica Luxury Vinyl Flooring
Statement of Limited Warranty

- Lack of maintenance or improper maintenance dulled by soaps, detergents, harsh chemicals, dressing, one-step or multi surface cleaners or finishes (including wax) not specifically identified by the manufacturer.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects of the like.
- Cuts, scratches, gouges and indentations, or 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. Faded or discolored by sunlight or heat generation. Fading or staining caused by the use of rubber mats.
- Stains, fading discoloration or moisture problems due to the use of rubber or rubber backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; 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 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 please contact your representative by emailing info@floormerica.com

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 not a manufacturing defect, you are responsible for all costs and fees associated with the third-party independent inspection.