

## RESIDENTIAL RESILIENT LIMITED WARRANTY

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Vivid Floors (“the Company”) warrants its flooring products under this Limited Residential Warranty when used in the proper fit for use indoor residential applications. The warranty belongs to you, the original owner-occupied end-use purchaser, and begins when you purchase the resilient and extends for the limited warranty period stated on the product specification. The basis of any warranty related claim is the original “Company” invoice or authorized “Company” dealer. The flooring must be installed in accordance with the Company’s installation guidelines and specifications. The product must be maintained in accordance with the Company’s maintenance recommendations and such maintenance continues throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation guidelines, specifications, and product care recommendations can be obtained from your dealer. For additional information, please see the bottom of this page.

### WHAT THE WARRANTY COVERS

**Manufacturing Defects** – The Company warrants that the flooring product will be free from manufacturing defects during the period of this warranty. Manufacturing defects include but are not limited to delamination, core voids, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Dimensional variation is defined as thickness, length, width and squareness measurements that exceed ASTM tolerances.

**Wear** – The Company warrants the resilient floor product will not wear through to the pattern/decor layer under normal use during the period of this warranty. Normal use is defined as light to moderate foot traffic.

### Waterproof Warranty

This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.). Vivid Floors warrants that for the lifetime of stated warranty period from the date of original purchase, your Vivid Floors product will not swell, cup or crack due to:

- Normal cleaning practices (see care and maintenance document for additional information)
- Moisture due to everyday household spills (see care and maintenance document for additional information)
- Normal moisture levels from subfloor when exposed to such conditions (see installation instructions document for additional information)

While moisture will not affect the product’s integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur - particularly if the moisture problem remains undiscovered or unaddressed. In addition, such excessive moisture levels can cause the ends and/or sides of the product to lift/flare due to the vapor pressure from underneath. Such damage from excessive moisture levels (as outlined in the installation instructions document) are not covered by this warranty. All sources of subfloor moisture should be remedied prior to installation.

### Pet Warranty

The Company warrants that your luxury vinyl floor 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 you own your floor. 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.

The Limited Pet Warranty DOES NOT COVER: Any urine, feces, or vomit stains other than pet.

### WHAT CONDITIONS APPLY

For jobsite and floor preparation conditions, see product specific installation guidelines. Any moisture related testing (i.e. relative humidity, pH, and calcium chloride) is the responsibility of the installer.

## **RESIDENTIAL RESILIENT LIMITED WARRANTY**

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The following are not covered by this warranty:

- Damage caused by any of the following:
  - Fire, burns
  - Flooding
  - Subfloor moisture emissions
  - Alkali emissions
  - Vacuum cleaner beater bar
  - Intentional or accidental abuse
  - Castor chairs/rolling loads – use chair pads under castor desk/rolling chairs
  - Moving heavy appliances
  - Cuts or gouges from sharp objects
  
- Surface scratches
- Residual indentations or gouges resulting from heavy static loads, heeled shoes, spiked shoes, metal cleats or skates. Use floor protectors under stationary furniture legs/feet to distribute weight loads
- Changes in color or appearance resulting from, but not limited to, sunlight exposure or heat exposure
- Changes in shade, texture, or gloss over time
- Outdoor applications
- Minor shading, color, or texture difference between the store samples or marketing photography and delivered product
- Performance failures resulting from failure to follow the appropriate Vivid Floors installation instructions
- Damage resulting from failure to follow care and maintenance guidelines including, but not limited to, use of non-approved cleaning agents or abrasive scouring pads
- Stains resulting from, but not limited to, spills, mold, chemically reactive materials, adhesives
- Losses due to inconvenience, loss of time, incidental expenses, or consequential damages

This warranty excludes all casualty events normally covered by homeowners' insurance including, but not limited to, damages caused by fire, flooding, or standing water from leaking plumbing, faucets, or household appliances.

Vivid Floors products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

### **WHAT IF YOU NEED WARRANTY SERVICE**

You, the original purchaser, will contact your authorized Company Dealer and/or Sales Representative for warranty or claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for testing when available.

Dealers and/or Sales Representatives will file a claim via and submit the information you provided. A Vivid Floors claims representative will thoroughly evaluate your claim. Claims contact information: Vivid Floors, 16211 N. Scottsdale Rd., A6A #PMB 109, Scottsdale, AZ 85254

### **IF REPLACEMENT IS DETERMINED VALID:**

Replacement resilient will come from current running-line products comparable to the warranted product.

**Within Two Years:** Claims on defects of this product, as covered by this warranty, that are reported in writing within two years of purchase, Vivid Floors will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.

**After Year Two:** Claims on defects of this product, as covered by this warranty, that are reported in writing after two years of

## **RESIDENTIAL RESILIENT LIMITED WARRANTY**

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purchase and within the specified warranty coverage term, Vivid Floors will arrange a credit based on proration of the original purchase of the product. Labor costs are not included.

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not practical, the Company may, at its sole option, replace the affected resilient or refund the proportional purchase price for the affected area. Any additional costs incurred will be at the consumer's expense.

**NOTE: The warranty is not transferable. It extends only to the original owner-occupied, end-use purchaser. Vivid Floors does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Vivid Floors shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).**

**All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.**