

### **30 YEAR LIMITED RESIDENTIAL WARRANTY / 10 YEAR LIGHT COMMERCIAL / 10 YEAR MULTI-FAMILY WARRANTY**

#### **EXCLUSIVE 30 YEAR LIMITED WARRANTY**

The Manufacturer warrants that from the date of original purchase the Fortitude ABA Luxury Vinyl product:

- Will be free of manufacturing defects.
- Will not stain from normal household consumable items such as food or drinks.
- Will not wear through the decorative surface (scratches or loss of gloss is not considered wear)
- Will not fade as a result of direct sunlight or household lighting

#### **10 YEAR LIGHT COMMERCIAL / MULTI-FAMILY**

The Manufacturer warrants that for 10 years of light commercial\* and multi-family use from the date of original purchase the Fortitude ABA Luxury Vinyl product:

- Will not wear through the decorative surface (scratches or loss of gloss is not considered wear)
- Will not fade as a result of direct sunlight or household lighting;
- Will be free of manufacturing defects.

*\*Light commercial is defined as light traffic commercial areas such as business offices and boutique shops. Heavier traffic areas, entry foyers, or any area where food is prepared or objects are rolled or dragged around are not recommended and not covered by this warranty.*

#### **PRE-INSTALLATION WARRANTY**

It is the duty of the installer, whether professional or DIY (do-it-yourself), to inspect all flooring before installation. If during inspection the installer or buyer feels the floors is the wrong color, improperly manufactured, is off-grade or is the wrong gloss level, he/she should NOT install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring which is visibly wrong if such flooring is installed. Installed flooring is deemed to be visibly acceptable.

#### **MOISTURE WARRANTY**

The Manufacturer warrants Fortitude ABA Luxury Vinyl flooring in its original manufactured state to the original purchaser from the date of purchase, under normal residential use, that the surface, when properly installed, shall be resistant to damage from normal household spills resulting in discoloration or structural decomposition. The Moisture Warranty does not cover flooding, standing water, leaking pipes, household mechanical failures, appliance leaks or pet urine.

#### **INSTALLATION OVER RADIANT HEAT SUBFLOORS**

The Manufacturer warrants to you (the original purchaser) that this Luxury Vinyl flooring may be installed over water-based radiant-heated subfloors, provided the surface temperature of the system does not exceed 81° F.

*IMPORTANT: Due to the speed of sudden temperature changes, which has potential to negatively affect vinyl flooring construction, it is not recommended to install over electrical radiant heating systems. This will not be covered by the manufacturer's warranty. Only radiant heating system using water are acceptable.*

Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the Luxury Vinyl flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

#### **What you should do if any of the above listed problems occur:**

The original residential purchaser should notify their authorized dealer from which the original purchase was made of any defect no later than 30 days after discovering the defect but within the same time period of this limited warranty. The original residential purchaser

must present to that authorized dealer the following items for a limited warranty claim to be considered:

- A valid proof of purchase in the form of sales receipt which establishes proof of purchase;
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

### **WHAT THE MANUFACTURER WILL DO**

If The Manufacturer honors a claim under this limited warranty, they will authorize repair or replacement at the pro-rated percentage cost of the material. This percentage is determined by the number of years remaining on the warranty and the length of the warranty.

If professionally installed by a certified LVP/LVT installer, The Manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first 3 years from the date of the original purchase. No labor is included for claims later than 36 months after original purchase.

### **LIMITATIONS AND EXCLUSIONS**

If the original design/color/style is no longer available, The Manufacturer reserves the right to substitute another design of similar structure and value by The Manufacturer from which the consumer may select.

This warranty does not apply to any product or products designated or sold as “B” grade, cabin grades, seconds, closeout or nonstandard items. This warranty does not apply to any product or products designated or sold “As Is”.

This limited warranty is valid only in North America, is not transferable and extends only to the original purchaser of flooring installed in the house for which was originally installed. The affected area must be visible and cover an area greater than one square inch. The flooring must be installed in accordance with The Manufacturer’s recommended installation instructions. This limited warranty will not apply to damage arising from any of the following:

- Installation in outdoor areas, sun rooms, solariums, porches, garages or other areas subject to excessive moisture or extremes of temperature;
- Installation in areas where temperature falls below 0° F or goes above 140° F.
- Accidents, abuse or misuse;
- Scratching, impact, indentations or cutting;
- Improper workmanship or installation not in accordance with The Manufacturer’s installation instructions;
- Improper maintenance;
- Indentation;
- Freight damage;
- Damages caused by heavy rolling loads;
- Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by ice makers, refrigerators, sinks, dishwashers, leaking pipes, flooding, standing water, spills when not promptly removed; household mechanical failures, damage caused by water underneath the flooring, including damage from sub floor hydrostatic pressure of other conditions that result in water being below the flooring or natural disasters;
- Planks coming apart at the seams because they have been engaged/disengaged more than 2 times;
- Installation cost of flooring that contains any manufacturing defect is not covered by this warranty.

The Manufacturer excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the term of this written warranty.

The Manufacturer assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. The Manufacturer reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. The Manufacturer may repair, refinish or replace any defective product at its sole discretion.

As the sole remedy provided by this warranty, any attempt to repair, replace, or refinish prior to The Manufacturer’s optional inspection will void this warranty. No installer, retailer, agent or employee of The Manufacturer has the authority to increase or alter the obligations or limitations of this warranty.

**Contact your flooring retailer with questions or concerns regarding your flooring purchase.**