



# XL FLOORING PRODUCT WARRANTY

## LUXURY VINYL TILE/PLANK

### Residential/Commercial Limited Product Warranty:

These limited warranties are subject to the Warranty Terms and Conditions provided in this document. These limited warranties are in lieu of all other express warranties.

### General Terms:

The limited warranties, as defined below, apply when your XL Flooring Luxury Vinyl Tile (LVT) flooring is installed in accordance with XL Flooring LVT installation instructions and is treated with proper care and maintenance under normal residential and light commercial use.

### Manufacturing Defect Warranty:

XL Flooring warrants that our collection of Luxury Vinyl Tiles and Planks will be free from manufacturing defects for a period of one (1) year from the date of purchase. Implied warranties are limited to the same duration. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you. If such defect occurs, upon verification of the defect by XL Flooring, we, at our sole discretion, will repair or replace the affected area of installed flooring.

### Wear Warranty:

XL Flooring warrants that the installed product will not wear through to the printed film layer, under normal use as follows:

Residential Wear: covered for a period of 10 years from the date of purchase. Commercial Wear: covered for a period of 5 years from the date of purchase.

The standard general terms, exclusions and limitations expressed elsewhere in this warranty document also apply.

## WARRANTY TERMS AND CONDITIONS

Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective LVT shall be the repair or replacement of the LVT in the affected area, as determined by XL Flooring in its sole discretion, or, to the extent permitted by law. XL Flooring may elect to refund up to 100% of the cost of the any defective LVT product.

- XL Flooring requires the original sales receipt or other documentation as proof of warranty coverage and the date of purchase. Year duration warranties are defined as the period of time that the original purchaser of the LVT chooses to keep the LVT on the floor at the original installation site.
- If replacement is approved by XL Flooring as the appropriate remedy, we will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, XL Flooring reserves the right to select and supply similar XL Flooring 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. Claimants who received a replacement floor pursuant to the Wear Warranty and these Terms and Conditions may not claim again and no additional replacement floors will be supplied.
- If refund of the original cost of the defective LVT is approved by XL Flooring as the appropriate remedy for a claim against warranty, XL Flooring will refund a percentage of the original cost depending on the amount of time elapsed since the date of purchase according to the following schedule, subject to the applicable time period for each warranty:
  - o Within 1-year - 100%
  - o Within 2-5 years - 50%
  - o Within 5-10 years - 25%.

- If replacement is approved by XL Flooring as the appropriate remedy, we will pay the reasonable costs of professional labor within the approved labor charges put forth by XL Flooring, provided that the labor used to install the replacement flooring is performed according to XL Flooring guidelines and standard industry practices. Labor must also be provided by a certified professional flooring installer. Labor will be paid according to the following schedule, subject to the applicable time period for each warranty:
  - o Within the first 2 years: Up to a dollar value of \$2.00 per square foot of flooring laid.
  - o Within years 3-4: Up to a dollar value of \$1.00 per square foot of flooring laid.
  - o We do not warranty installation labor beyond 4 years of purchase

This warranty does not cover or apply to XL Flooring Luxury Vinyl Planks when:

- installed with obvious manufacturing defects.
- not properly acclimated according to the XL Flooring Installation Guidelines.
- improperly installed or not professionally installed according to currently published XL Flooring installation guidelines and accepted industry practices
- an improper trowel was used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- installed in areas not intended for solid vinyl plank or tile.
- damaged by improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- damaged from accidents, casualty events, abuse or improper usage (including pet damage including but not limited to chewing, digging, and clawing). Accidents, abuse and improper usage include, but are not limited to, damage caused by casters on furniture, rotating beater bars on vacuum cleaners, narrow tipped heels, burns, cigarette burns, cuts, scratches, gouges, indentations, cuts, impact from heavy and/or sharp objects.
- containing stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats; always use mats marked as “non-staining”
- damaged by remodel or construction related activities
- staining 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.
- 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.
- installed over unstable (installed over particleboard, chip wood or pressboard) or improperly prepared sub-floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- different from samples or printed material in shade, color or embossing.

#### **Other Limitations:**

1. This warranty is not transferable.
2. Product sold by the manufacturer as other than “first quality”
3. Visual defects must be reported within 3 months from the date of purchase.
4. This warranty covers only properly installed and maintained floors.
5. Subject to applicable law, in no event will XL Flooring be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. XL Flooring’s maximum aggregate liability under these limited warranties shall be the amount you paid for the LVT. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
6. XL Flooring will not pay for the loss of time, inconvenience or other incidental or consequential expenses or damages associated with repair or replacement of the LVT under this warranty.
7. XL Flooring reserves the right to inspect any flooring and installation deemed to be suspect to manufacturing defects.
8. No representative, employee, or agent of XL Flooring is authorized to modify or change the warranty statements made in this document.
9. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**Covered Parties:**

These limited warranties cover the initial purchaser and are not transferable. For the limited warranties to apply to LVT installed in residential applications, you must be a resident of the U.S.A. and Canada, and be the owner-occupier of the residence in which the LVT is installed.

**Cooperation:**

Any claims under the warranties may require the submittal of a sample of LVT from the area that is believed to be defective. Additionally, you must provide XL Flooring all reasonably requested assistance and cooperation in evaluating your claim, including making the installation site available for inspection by XL Flooring or any third-party designee of XL Flooring.

**Jurisdictional Laws:**

These limited warranties give you specific legal rights, and you may also have other rights which vary depending on location.

**Claim Filing:****OBLIGATIONS OF PURCHASER-OWNER:**

1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable time after discovery of the alleged defect giving rise to the claim and within the warranty period.
2. Claims must be submitted in writing to the Flooring Retailer that the XL Flooring product was purchased from. They will then submit the claim to XL Flooring for implementation of follow-up procedures.

**OBLIGATIONS OF XL FLOORING:**

XL Flooring will, within ten (15) business days of receipt of notice made pursuant to Section 2 above, designate an agent of XL Flooring to promptly carry out all necessary steps and procedures to address the claim and subsequent resolution.