



## 10-Year Residential/5-Year Commercial Limited Wear Warranty for PVC Tile & Plank Product Lines

EarthWerks™ Vinyl Plank and Tile products that are covered by the 10-Year Residential/5-Year Commercial Limited Wear Warranty are: **Mojave Slate, Adobe Stone, Natural Plank, Aberdeen Plank and Innsbruck Plank.**

**Pacific Plank carries a 10-year Residential Limited Wear Warranty but is not covered by a Commercial Limited Wear Warranty.**

### **WARRANTY**

The Manufacturer provides a one-year limited warranty against manufacturing defects for the products in the EarthWerks Collection. The Manufacturer warrants that these products, when sold as Regular or First Quality flooring, will be free from manufacturing defects for a period of one year from the date of original purchase. If such materials are found to be defective, The Manufacturer will supply new materials of the same or similar style, size, color, grade and gauge for repair or replacement of the defective area. If a qualified installation company installed such material, The Manufacturer will pay reasonable labor cost for replacement. Reasonable cost means the average cost charged by dealers in customer's locality to install and /or repair the amount and type of applicable flooring. Consumer needs to be able to furnish to The Manufacturer a copy of the original qualified installation company's invoice showing that the product was professionally installed. Furthermore, The Manufacturer reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim. If such material is found to be defective but was not installed by a qualified installation company, The Manufacturer will supply material only, but no labor cost.

### **10-Year Residential Limited Wear Warranty**

For the above described floor products, which have been professionally installed for a period not exceeding five (5) years, The Manufacturer will provide similar quality products and reimburse or pay for reasonable labor costs for replacement of floor products having an excessive loss of pattern or color. For applicable products installed for a period of more than five (5) but not exceeding ten (10) years, similar quality products will be provided but there will be no payment for labor costs. This ten (10) year limited wear warranty applies only to The Manufacturer's products in the EarthWerks Collection when used in residential, owner-occupied applications. Furthermore, The Manufacturer reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

### **5-Year Commercial Limited Wear Warranty**

For the above described floor products, which have been professionally installed for a period not exceeding two (2) years, The Manufacturer will provide similar quality products and reimburse or pay for reasonable labor costs for replacement of floor products having an excessive loss of pattern or color. For applicable products installed for a period of more than two (2) but not exceeding five (5) years, similar quality products will be provided but there will be no payment for labor costs. This five (5) year limited wear warranty applies only to The Manufacturer's products in the EarthWerks Collection when used in commercial applications. Furthermore, The Manufacturer reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

To obtain a warranty claim form and/or information, you may call 1-800-979-7943 (Attention: Claims Department). Any claim under this warranty must include a claim form properly filled out and dated proof of purchase or invoice. This warranty gives you specific legal rights. You may have other rights that vary from state to state.

### **This limited warranty does not cover:**

1. Dissatisfaction due to improper installation or maintenance of The Manufacturer's floor products.
2. Damages resulting from accidents or abuse including, but not limited to, scratches, cuts, burns, stains, indentations, improper or insufficient maintenance, and lack of proper floor protectors.
3. Floor products sold as irregulars or second quality.
4. Damages or failure of floor to adhere to subfloor resulting from excessive moisture, alkali and / or hydrostatic pressure.
5. Color variations between samples or printed illustrations and the actual production runs.
6. Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based polishes or cleaners, or asphalt tracked in from driveways or parking lots.
7. Reduction of gloss from use.
8. Cost of installation or removal for products installed with defects obvious and visible before the installation.
9. Installation over plywood, gypcrete or other similar materials that have not been first sealed with any adhesives expressly approved by the Manufacturer.
10. Residential or Commercial installations with heavy wheeled vehicle traffic that permanently indents, or damages the flooring.

***This limited warranty does not cover:***

- 11.** Installations over radiant heated floors warmer than 85° Fahrenheit (29.4° Celsius).
- 12.** Installations in areas where constant direct sunlight strikes floor.
- 13.** Installations over a subfloor where asphalt tiles or asphalt emulsion adhesive was previously used.
- 14.** Installation of flooring over particleboard, chipwood, pressboard, underlayment panels containing surface contaminants that may cause staining, or other unsuitable substrates.
- 15.** Wood floors installed directly over on-grade or below-grade concrete, or wood floors installed on sleepers over on-grade or below-grade concrete are subject to deterioration from ground moisture. Installation of resilient flooring is not recommended on such floors.
- 16.** Installation over existing cushion and/or perimeter adhered vinyl floors.
- 17.** Installation where material was not installed with adhesive approved by the Manufacturer.
- 18.** Installations where a clear thin spread has been used. This product is not approved for installing solid vinyl planks or tiles.
- 19.** The performance or the application of any embossing leveler that may be used.
- 20.** Replacement material or labor cost for product that has released from the subfloor due to flooding or standing water.

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This warranty is made solely to the original purchaser of The Manufacturer's flooring products and is not transferable under any circumstances. This warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of The Manufacturer, or any other person, is authorized to assume for The Manufacturer any additional liability or responsibility in connection with The Manufacturer products. Consequently, agents, employees, distributors, and dealers of The Manufacturer are not authorized to make modifications to this warranty, or additional warranties on behalf of The Manufacturer. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by The Manufacturer and should not be relied upon. **IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. **IN ANY CASE, NEITHER THE MANUFACTURER NOR SWIFF-TRAIN COMPANY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF THE MANUFACTURER OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

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Last updated: February 27, 2009  
EarthWerks™ Vinyl Tile Flooring  
10-Year Residential/5-Year Commercial Limited Wear Warranty Information

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