

FLEXITEC® COMMERCIAL WARRANTY SYSTEM

<u>5 - 12 YEAR Limited Warranty</u> Periods

For the designated warranty period your floor will not:

- ✓ Contain manufacturing defects
- ✓ Contract, expand, curl, crack, rip, tear, or gouge from normal intended light commercial use with proper maintenance
- ✓ Discolor from moisture
- ✓ Be affected by mold, mildew and/or alkaline*
- ✓ Permanently stain from common household products
- ✓ Permanently stain or yellow from traffic stains
- ✓ Permanently scuff from shoe soles
- ✓ Wear through the wear layer under normal conditions with proper maintenance**

WHAT IS NOT COVERED BY THIS WARRANTY?

- This warranty is valid for first quality articles only.
- Loose lay installations of more than 25 square yards are not covered by this warranty.

Improper Installation:

Installation errors should be addressed with your installer. Material installed not in accordance with IVC recommended guidelines, including any and all problems caused by the use of non-recommended adhesive, seam sealer, underlayment and/or improper preparation of the substrate are not warranted.*** Floors installed with obvious visible defects are excluded from labor reimbursement.

- Improper maintenance or floor care.
- Damage resulting from neglect or misuse by strong detergents, chemicals and corrosive substances or stains from paints, mats, fertilizers or other similar materials.
- Minor color, shade or texture variations between actual installed material and product samples and/or brochures.
- Damage caused by moving appliances or heavy furniture without protecting the floor. When moving appliances, heavy furniture, or other heavy objects, place a sheet of plywood on the floor and "walk" the appliance across it. Furniture glides are also an acceptable method of moving appliances, heavy furniture, or other heavy objects. Always protect floor by using plywood runways, even when using an appliance dolly or even if the heavy object is equipped with wheels or rollers.
- Damage resulting from accidents, casualty events, abuse or improper usage. Accidents, abuse and improper usage are defined as, but are not limited to: damage caused by casters on furniture, rotating beater bars on vacuum cleaners, burns, cuts, dropping heavy/ sharp objects, appliance or plumbing leaks, damage from pets, etc. Accidents, abuse and improper

usage also include damage caused by narrow or spike heels, cleats, or boots, as well as damage resulting from unprotected furniture legs. Support furniture with widebearing non-staining floor protectors. Ideally, protectors should be at least one inch in diameter, made of non-pigmented hard plastic and should rest flat on the floor. Use of non-staining felt protectors is also acceptable.

- Fading, discoloration, or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 86 degrees.
- Problems or damage due to excessive moisture or hydrostatic pressure from the subfloor.
- Discoloration caused by use of latex or rubber-backed floor mats.
- Discoloration caused by asphalt.

WHAT IS EXCLUDED FROM THIS WARRANTY?

IVC US, Inc. will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense or damage incurred as a result of a defect in the flooring, other than to the flooring itself.

WARRANTY REMEDY

IVC US, will assist in the repair of the defective area or supply new IVC US material of the same color, design or grade, if available; if unavailable or discontinued, IVC US reserves the right to select and supply similar IVC US material. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your warranty.

IVC US will reimburse reasonable labor costs based on a detailed statement if professional installation was paid for when the original floor was installed for years 1 and 2. For years 3 through 5, 50% of reasonable labor costs if professional installation was paid for when the original floor was installed. After year 5 there will be no labor reimbursement.

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ARE EXCLUDED. PLEASE NOTE: SOME STATES AND PROVIDENCES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

- * A floor discolored due to mold or mildew growth will be replaced only one time. If the replacement floor fails in the same manner, the site conditions may not be acceptable for the installation of sheet vinyl.
- ** Wear-through is defined as complete loss of the wear layer so that the printed pattern or design is altered. Gloss reduction is not considered wear and is not covered by this warranty.

*** IVC US will not warrant or accept responsibility of any kind for flooring failures related to the use of unacceptable substrates/ underlayments.

HOW TO REPORT A CLAIM

If you find a defect or other matter covered by any of the limited warranties described previously, promptly notify the retailer who sold you the floor covering material. The retailer will file a claim with IVC US.

This warranty extends only to the original end-user and is not transferable.