

LIMITED WARRANTY ENDUROMAX™ Luxury Vinyl Tile Lines

Warranty Period

Collection	Residential	Light Commercial	Commercial
Barnwood	10 year		
Captiva	25 year	10 year	7 year
Malibu	Lifetime	15 year	10 year
Caribbean	Lifetime	25 year	15 year

Limited Warranty Information

Luxury Vinyl Tile and Plank (Commercial)

<u>Limited 7-Year Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the data of purchase for a period of seven (7) years of Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes that the product to be defective after installation, the customer must promptly notify FORPAC and permit an inspection of the product. If, upon inspection, FORPAC determines that the product is defective, FORPAC will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-7). * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Commercial)

<u>Limited 10-Year Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (3-10 Years).

FORPAC warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Commercial)

<u>Limited 15-Year Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of fifteen (15) years of Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15).

FORPAC warrants that the products will not wear through for the warranty period of fifteen (15) years of Commercial use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Light Commercial)

<u>Limited 10-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. * All warranties are based on same or equal quality material.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (Years 3-5); 50% Material Only (Years 6-10).

FORPAC warrants that the products will not wear through for the warranty period of ten (10) years of Light Commercial use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through,



FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Light Commercial)

<u>Limited 15-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of fifteen (15) years of Light Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15).

FORPAC warrants that the products will not wear through for the warranty period of fifteen (15) years of Light Commercial use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Light Commercial)

<u>Limited 25-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of twenty-five (25) years of Light Commercial use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. * All warranties are based on same or equal quality material.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); 50% Material Only (Years 3-5); 40% Material Only (Years 6-10); 30% Material Only (Years 11-15); 20% Material Only (Years 16-20); 10% Material Only (Years 21-25).

FORPAC warrants that the products will not wear through for the warranty period of twenty-five (25) years of Light Commercial use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

LV-100 and LV-200 Underlayments

<u>Limited 10-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC warranties from the date of purchase for a period of ten (10) years of Light Commercial use of the LV-100 and LV-200 underlayment with approved FORPAC LVT products, subject to subfloors being prepared & meeting FORPAC Installation Instruction guidelines and subject to the terms and conditions specified herein.

The customer must notify FORPAC of any obvious visual defects or concerns prior to install; otherwise this warranty will not apply.

If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (Years 3-10). * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Residential)

<u>Limited 10-Year Residential Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of ten (10) years of Residential use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. * All warranties are based on same or equal quality material.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); Material Only (Years 3-5); 50% Material Only (Years 6-10).

FORPAC warrants that the products will not wear through for the warranty period of ten (10) years of Residential use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Residential)

<u>Limited 25-Year Residential Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of twenty-five (25) years of Residential use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. * All warranties are based on same or equal quality material.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be



defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Year 2); 50% Material Only (Years 3-5); 40% Material Only (Years 6-10); 30% Material Only (Years 11-15); 20% Material Only (Years 16-20); 10% Material Only (Years 21-25).

FORPAC warrants that the products will not wear through for the warranty period of twenty-five (25) years of Residential use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Luxury Vinyl Tile and Plank (Residential)

<u>Limited Lifetime Residential Warranty for Manufacturing Defects:</u> FORPAC warrants from the date of purchase for a period of twenty-five (25) years of Residential use that luxury vinyl tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. * All warranties are based on same or equal quality material.

The customer must notify FORPAC of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and FORPAC is notified in writing prior to installation, FORPAC will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify FORPAC or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Cost (Years 2-5); 50% Material Only (Years 6-10); 40% Material Only (Years 11-15); 30% Material Only (Years 16-20); 20% Material Only (Years 21-25); 10% Material Only (Years 26-30).

FORPAC warrants that the products will not wear through for the warranty period of thirty (30) years of Residential use. For claims based on wear-through, the customer must notify FORPAC and permit an inspection of the flooring. If FORPAC determines that the original flooring is worn through, FORPAC will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph. * All warranties are based on same or equal quality material.

Warranty Exclusions

FORPAC	Limited	Warr	anty	does	not	appl	y to	၁:
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- ☐ The exact matching of shade, color or mottling.
- ☐ Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods.
- ☐ Labor costs outside of prorated schedule defined in the warranty.
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring. Such non-first quality materials are sold "AS IS."
- Issues associated with the use of adhesives other than those recommended by FORPAC.
- Issues caused by moisture or alkali in the subfloor. Pre-installation moisture and alkali testing is required and must be made available to FORPAC upon request.
- Issues of discoloration or staining associated with subfloor contamination or markings that bleed through the flooring material.
- Problems caused by installation, uses and maintenance that are contrary to FORPAC's specifications, recommendations or instructions.
- ☐ Material installed with obvious defects not notified to FORPAC prior to installation.
- ☐ Exterior installations FORPAC LVT are designed for interior applications only.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Damage to flooring products caused by high or spiked heels, improper protectors/casters for furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. To avoid FORPAC warranty exclusions, casters must be suitable for use on resilient flooring.
- ☐ Damage to flooring products from pallet jack and tow-motor traffic.
- ☐ Premature wear or deterioration from spikes and skate blade exposure.
- □ Variations in color or embossing between products, photography or printed color illustrations.
- Installation of FORPAC flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops.
- □ Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.
- ☐ Shifting, cracking, or movement of the substrate or foundation.
- ☐ Hydrostatic pressure, flooding, standing water or moisture on the surface of the substrate.
- ☐ Issues related to exposure to heavy rolling loads (Light Commercial Products).

Warranty Disclaimer

EXCEPT AS STATED HEREIN, FORPAC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE PRODUCTS DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF FORPAC, INCONSISTENT HERE WITH OR NOT CONTAINED HEREIN. IN NO EVENT SHALL FORPAC BE LIABLE TO BUYER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF PROFIT ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.