

# LIMITED WARRANTY ENDUROMAX® Luxury Vinyl Tile Lines

warranty Period			
Collection/Series	Residential	Light Commercial	Commercial
Malibu Collection	Lifetime	15 year	10 year

Note: Please visit enduromax.net for the most current warranty information and guidelines.

Warranty Conditions and Terms: This limited warranty is only applicable to (a) the original purchaser (the "Original Purchaser") of the product (defined below) from a FORPAC® PRODUCTS, INC. ® certified retailer or dealer, and, (b) only in the event that the "Original Purchaser" is not the owner of the "Commercial Building" ("Commercial Building" shall be defined by any structure or building other than a single-family residential home that does not experience excessive or heavy commercial traffic) in the location where the flooring is installed. Furthermore, the warranty is only applicable to the owner of the "Commercial Building" at the time of installation (the "Original Owner") (the "Original Purchaser" and the "Original Owner" of the flooring subject to this limited warranty are referred to as the "Warranty Holder"). FORPAC® PRODUCTS, INC. ® ("ENDUROMAX®") warrants its ENDUROMAX® LVT flooring. The warranty excludes moldings and/or accessories (the "Flooring"), applicable within the warranty parameters set forth in sections 1) through 3) below (applicable to each collection and specific "Warranty Period"), will comply with the following:

- 1) Flooring must be free of manufacturing or material defects due to improper coating, milling or production of the product ("Manufacturing Defects") under normal use for a period beginning on the date of purchase by the "Original Purchaser" (the "Purchase Date" of the flooring) and ending in the case of ("Manufacturing Defects") on the earlier of (a) one year from the Purchase Date, and (b) the date on which the flooring is installed (the "Installation Date").
- 2) The Flooring will not delaminate for a period beginning on the "Purchase Date" and ending on the earlier of (a) the period of years stated in the above table, based on the ENDUROMAX® LVT flooring collection that was purchased from a FORPAC® PRODUCTS, INC. ® certified retailer or dealer (i.e. Barnwood, Captiva, Malibu, Caribbean or Aruba) from the "Purchase Date" under normal traffic and usage conditions, and (b) All warranty periods shall be null and void on the date of which the "Commercial Building" in which the flooring is installed is sold by the "Original Owner".
- 3) Under normal traffic and usage conditions, the surface finish will not express excessive signs of wear and will continue to protect the decorative film layer from becoming damaged and/or altered for a period beginning on the "Purchase Date" and ending on the earlier of (a) The above warranty period expressed in the table above, per ENDUROMAX® LVT collection from the "Purchase Date", and (b) the date on which the "Commercial Building" in which the flooring is installed, is sold by "Original Owner". This limited warranty does not cover flooring donated, purchased on clearance center, or at auction and only applies collections that are warrantied for any type of moderate commercial environment. None of the above warranty periods for any of the ENDUROMAX® LVT flooring collections apply to installation of flooring in heavy commercial traffic environments (i.e., Airports, hotel lobbies, shopping centers, etc.)

**Warranty Scope:** This limited warranty is not transferable by the "Warranty Holder" to any other party, including but not limited to a subsequent purchaser of the "Commercial Building" in which the Flooring is installed. If a valid warranty claim is received by FORPAC® PRODUCTS, INC. ® within the applicable Warranty Period and within the conditions of the warranty, FORPAC® PRODUCTS, INC. ® will supply new materials of similar grade for repair or replacement of affected areas. Labor costs, including any expenses associated with installation and removal of defective Flooring, are not covered by this limited warranty. To the extent permitted by law, these are the sole and exclusive remedies of the "Warranty Holder" ("Original Purchaser") in the event of a "Manufacturing Defect" or other warranty claim.

How to Obtain Warranty Service: The Warranty Holder must inspect the flooring for "Manufacturing Defects", prior to installation of the flooring. To obtain warranty service, the "Warranty Holder" must contact FORPAC® PRODUCTS, INC. Customer Experience Department: sales@forpacproducts.com or (863) 204-8020. Warranty claims must be received within 30 calendar days after the "Warranty Holder" identifies the "Manufacturing Defect" or other basis for a warranty claim. To be covered under this limited warranty, the "Warranty Holder" must provide documentation of sales order and proof that the flooring was properly installed in accordance with the Installation Guide (available on the ENDUROMAX® Product Data Sheet available on enduromax.net). FORPAC® PRODUCTS, INC reserves the right to retain a certified and independent flooring inspector to verify the Warranty Holder's warranty claims. The determination of the flooring inspector regarding the warranty claim is not binding on either FORPAC® PRODUCTS, INC. or on Warranty Holder. A determination that does not verify the warranty claim shall not affect the Warranty Holder's right to submit its claim to arbitration in accordance with the



terms of the Arbitration Agreement (as defined in FORPAC® PRODUCTS, INC. Terms and Conditions of Purchase). The performance of the inspection, however, if requested by FORPAC® PRODUCTS, INC. and if FORPAC® PRODUCTS, INC. advances the full cost of the inspection as described above, is a requirement for the Warranty Holder to submit a warranty claim to arbitration under the Arbitration Agreement. For specific instructions on how to obtain warranty service contact FORPAC® PRODUCTS, INC. Customer Experience Department: sales@forpacproducts.com or (863) 204-8020.

# **Limited Warranty Information**

# Luxury Vinyl Tile and Plank (Commercial)

<u>Limited 10-Year Commercial Warranty for Manufacturing Defects:</u> FORPAC® PRODUCTS, INC. 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.

- A) The customer must notify FORPAC® PRODUCTS, INC. ® of any obvious visual defects prior to installation; otherwise, this warranty will not apply. If the defect is found and FORPAC® PRODUCTS, INC. is notified in writing prior to installation, FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. 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).
- B) FORPAC® PRODUCTS, INC. warrants that the products will not wear through for the warranty period of ten (10) years of moderate Commercial use. For claims based on wear-through, the customer must notify FORPAC® PRODUCTS, INC. and permit an inspection of the flooring. If FORPAC® PRODUCTS, INC. determines that the original flooring is worn through, FORPAC® PRODUCTS, INC. 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 and none of the above warranty periods for any of the ENDUROMAX® LVT flooring collections apply to installation of flooring in heavy commercial traffic environments (i.e., Airports, hotel lobbies, shopping centers, etc.)

# Luxury Vinyl Tile and Plank (Light Commercial)

<u>Limited 15-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC® PRODUCTS, INC. 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.

- A) The customer must notify FORPAC® PRODUCTS, INC. of any obvious visual defects prior to installation; otherwise, this warranty will not apply. If the defect is found and FORPAC® PRODUCTS, INC. is notified in writing prior to installation, FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. 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).
- B) FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. and permit an inspection of the flooring. If FORPAC® PRODUCTS, INC. determines that the original flooring is worn through, FORPAC® PRODUCTS, INC. 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 and none of the above warranty periods for any of the ENDUROMAX® LVT flooring collections apply to installation of flooring in heavy commercial traffic environments (i.e., Airports, hotel lobbies, shopping centers, etc.)

#### Luxury Vinyl Tile and Plank (Residential)

<u>Limited Lifetime Residential Warranty for Manufacturing Defects:</u> FORPAC® PRODUCTS, INC. 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.



- A) The customer must notify FORPAC® PRODUCTS, INC. of any obvious visual defects prior to installation; otherwise, this warranty will not apply. If the defect is found and FORPAC® PRODUCTS, INC. is notified in writing prior to installation, FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. 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).
- B) FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. and permit an inspection of the flooring. If FORPAC® PRODUCTS, INC. determines that the original flooring is worn through, FORPAC® PRODUCTS, INC. 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 (Underlayment)

<u>Limited 10-Year Light Commercial Warranty for Manufacturing Defects:</u> FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. LVT products, subject to subfloors being prepared & meeting FORPAC® PRODUCTS, INC. Installation Instruction guidelines and subject to the terms and conditions specified herein. The customer must notify FORPAC® PRODUCTS, INC. of any obvious visual defects or concerns prior to install; otherwise, this warranty will not apply.

A) If the defect is found and FORPAC® PRODUCTS, INC. is notified in writing prior to installation, FORPAC® PRODUCTS, INC. 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® PRODUCTS, INC. 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.

# **Warranty Exclusions and Limitations:**

1. This limited warranty covers flooring that is both (i) installed with strict adherence to the FORPAC® PRODUCTS, INC. flooring installation guide found online at <a href="https://www.enduromax.net">https://www.enduromax.net</a>). FORPAC® PRODUCTS, INC. will provide copies of these guides upon request by the "Warranty Holder". This limited warranty only applies when the flooring is used under normal traffic and other usage conditions. \*All warranties are based on same or equal quality material and none of the above warranty periods for any of the ENDUROMAX® LVT flooring collections apply to installation of flooring in extremely heavy commercial traffic environments (i.e., Airports, hotel lobbies, shopping centers, etc.). The limited warranty for "Manufacturing Defects" does not apply after the "Warranty Holder" has installed the Flooring, and product variation or error that does not exceed the 5% industry standard is not considered a Manufacturing Defect for purposes of this limited warranty.

#### This limited warranty does not extend to or cover:

- (a) Damage, chipping, splits, cracks, edge fracturing, or other defects to the flooring caused accidentally, alterations, misuse, abuse, direct exposure to harsh elements, or improper installation.
- (b) Flooring damage caused by excessive cold or heat (temperatures less than -25° F or more than 140° F), negligence, erosion, pets, insects, sanding, settlement, or movement of the structure to which the Flooring is attached, and/or installation of Flooring over an improper subfloor.
- (c) Flooring damage caused by moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity or by moisture trapped below the Flooring that creates mold or mildew; (d) damage caused by or resulting from installation over radiant heat floors that exceed 85° F
- (e) changes in Flooring color or sheen due to aging, moisture, exposure to sunlight or Ultra-Violet rays (which may cause oxidation of finish).
- (f) Flooring discoloration caused by area rugs.
- (g) loss of Flooring finish gloss over time consistent with normal wear & tear.



- (h) scratches, gouges, staining, finish wear through, or other finish issues on the Flooring caused by failure to follow the Maintenance Guide such as damage caused by vacuum cleaner beater bars, castor wheels, chairs, or other furniture without proper floor protectors, or damage caused by using mineral spirits, paint thinner, or other solvents on the Flooring.
- (i) finish wear through that does not cover more than 10% of the total surface area for heavy traffic locations.
- (i) scratches or dents.
- (k) Flooring noise such as squeaks, crackling, and popping which may happen because of structural movement, sub-floor flatness, deflection, changes in environmental conditions, or the amount of topside pressure applied to the flooring.
- (I) Flooring damage caused by natural events such as hurricanes, earthquakes, and tornadoes. Damage caused by fire, flood, vacuum cleaner, indentations, or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting caused by sharp objects, asphalt rubber mats staining, changes in color or sheen appearance when exposed to a natural light source and intentional damages.
- (m) Flooring installed with visible defects.
- (n) any Flooring deformity that is not measurable or visible from a standing position in normal lighting. Minor shading, color or texture differences between samples and delivered product.
- (o) cutting caused by sharp objects; or
- (p) Flooring damage caused by a failure to follow the recommended installation and maintenance procedures as set forth in the Installation and Maintenance Guides. This limited warranty excludes color variation between orders, individual planks and/or samples. FORPAC® PRODUCTS, INC. does not warrant that the flooring will match or coordinate with purchaser furnishings, trim, cabinetry, railings, etc. It is the installer's responsibility to document all jobsite conditions and measurements including the installation date, subfloor moisture content, and other documentation required under the Installation Guide.

# **Limitation of Damages:**

IN NO EVENT SHALL FORPAC® PRODUCTS, INC. BE LIABLE UNDER THIS WARRANTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF FORPAC® PRODUCTS, INC. HAS BEEN INFORMED, OR SHOULD BE AWARE, OF THEIR LIKELIHOOD, OR FOR ANY OBLIGATIONS OR DAMAGES OTHER THAN THE SPECIFIC WARRANTY SERVICE OBLIGATIONS EXPRESSLY SET OUT ABOVE.

This warranty is in lieu of any other warranties, expressed or implied. Please keep your original receipt. FORPAC® PRODUCTS, INC. requires the receipt to verify date of purchase to help resolve any problems. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.