

Luxury Vinyl Products Limited Warranty Statement

General Terms:

This warranty document covers products manufactured and applied in a residential, light commercial and heavy commercial settings. For products used in commercial applications, please refer to Technical Bulletin NFT_PS002 Commercial Use Guide and NFW-CW01 Commercial Product Warranty for further information. Novalis International reserves the right to classify each installation regarding use according to this published bulletin.

Novalis reserves the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring.

Novalis reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. Novalis International at its discretion will send a company representative and/or a third-party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Novalis branded vinyl products when installed in any area, regardless of use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Self-adhesive, D.I.Y products, closeouts, seconds and cash-n-carry sales are not covered under this warranty.

Warranty Periods for NovaFloor Products:

Product	Residential	Light Commercial	Heavy Commercial
Lyndon & Lyndon Clic	10 years	3 years	N/A
Casa	Lifetime	10 years	5 years
Casa Clic	Lifetime	10 years	N/A
Birkdale	Lifetime	10 years	10 Years
Davidson	Lifetime	10 years	10 Years
Abberly & Abberly Clic	Lifetime	10 years	10 Years

Manufacturing Defect Warranty:

Novalis International warrants that the NovaFloor Collection of solid vinyl planks and tiles will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. If such defect occurs, upon verification of the defect by Novalis, Novalis will authorize repair or replacement of the affected area of installed flooring. Labor reimbursement will be according to approved and reasonable labor charges and must be submitted to Novalis in writing for validation.

Wear Warranty:

Novalis International warrants that the installed product will not wear through to the printed film layer, stain or fade under normal household use for a period of time as defined in Table A above. Wear through is defined herein that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered or affected from normal use. Stains and fading must be sufficient that the affected area of flooring is permanently discolored from normal household use and cleaning.

Residential Wear Warranty Provisions:

- Novalis will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Novalis reserves the right to select and supply similar Novalis 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.

Luxury Vinyl Products Limited Warranty Statement

- One replacement floor only will be made for the wear out, fading and staining. Claimants who received settlement may not claim again and no additional replacement floors will be supplied.
- Alternatively, a refund of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase:
 - Within 1-2 years - 100%
 - Within 3-5 years - 50%
- The costs of professional labor within the approved labor charges put forth by Novalis International, provided that the labor is performed according to Novalis International 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:
 - Within the first 2 years – 100% of labor for reinstall
 - Within years 3-5 – 50% of labor for reinstall

Warranty Limitations

- This warranty is not transferable.
- Manufacturing defect must be reported within 3 months.
- This warranty covers only properly installed and maintained floors, according to Novalis installation guidelines and accepted industry practices.
- For products sold as “Do-It-Yourself” or cash-n-carry sales, no reimbursement for labor costs will be provided.
- Novalis excludes and will not pay for any **consequential or incidental damages** under this limited warranty.
- Novalis will not pay for the loss of time, inconvenience or other incidental expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area subsequent to the original installation.
- This warranty does not cover the exclusions indicated on the package.
- Novalis reserves the right of final judgment and may refuse claims in certain instances.
- Novalis reserves the right to modify or withdraw the warranty at any time.

This warranty does not include the following:

- **Installed with obvious manufacturing defects.**
- **Products that have not been properly acclimated according to the Novalis Installation Guidelines.**
- NovaClic™, NovaClic Fd™ and NovaCore® products must not be installed over foam-type underlayments with the exception of the Novalis-branded underlayments.
- NovaFloor direct glue applications requiring an acoustical underlayment will be warranted over Novalis branded underlayment only and provided that the proper Novalis adhesive is used. There is no exceptions to the use of Novalis U200 adhesive with Novalis acoustical underlayment.
- Improper installation or product not installed according to Novalis installation guidelines and accepted industry practices.
- Use of adhesives not supplied under the Novalis International brand and / or improper trowel used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Damaged by narrow tipped heels, vacuum cleaner beater bars, burns, cigarette burns, cuts, scratches, gouges and indentations caused by rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, and cuts or gouges caused by sharp objects.
- Damage caused by burns, flooding, fires and other disasters.

Luxury Vinyl Products Limited Warranty Statement

- Staining or changes in color 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; fading or staining caused by use of rubber mats.
- Problems or 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 from doors.
- Mold and mildew growth caused by excessive moisture.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F; 80°F for NovaCore™ products.
- Hazing or finish related issues caused by grout when used with Novalis groutable tiles. Consult the manufacturer of the grout or the installing contractor.
- Different from samples or printed material in shade, color, glossing or embossing.

No person, representative, employee, or agent not employed by Novalis International, LTD. is authorized to modify or change the warranty statements made in this document.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Claim Filing

To file a claim, contact your retailer or distributor (retail accounts only) to obtain the necessary paperwork. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling. You may also contact Novalis International direct at 866-668-2547 for further information and filing.

NOVALIS INTERNATIONAL BRANDED ADHESIVES STATEMENT OF WARRANTY

NOVALIS INTERNATIONAL flooring installation adhesives are covered by a standard performance warranty, provided that current Novalis International label and Product Data instructions have been followed, and that all substrate preparations, moisture and pH tests, and installation procedures comply with the standards set by Novalis International, applicable ASTM F-710, RFCI and the floor covering manufacturers' guidelines. Testing for concrete substrate moisture is required to be done in accordance with the latest edition of ASTM F2170, as described in the product specifications.

If these procedures and guidelines have been followed, and substrate moisture and pH test results fall into the specified ranges, a performance warranty shall apply and is as follows:

NOVALIS INTERNATIONAL LIMITED WARRANTY

If an installation failure occurs within 1 year from the date of installation as a direct result of the use of defective Novalis International adhesive, Novalis International will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined by Novalis International at its sole discretion. Novalis International specifically excludes any other warranty, express or implied, including merchantability and fitness for particular purpose extending beyond the term of this written warranty and is not liable for any other damages or losses including consequential or incidental damages. The Warranty covers only the adhesive bond and does not include responsibility for effects to the applied floor coverings due to exposure to conditions for which they were not designed.

Luxury Vinyl Products Limited Warranty Statement

For this warranty to be valid, Novalis International adhesive products should be used only for their stated purpose, only with products manufactured and branded by Novalis International, LTD., and within one year of their date of manufacture and be applied in accordance with Novalis' application instructions. Any other products used in conjunction with Novalis International products are required to be certified compatible with the Novalis International products.

This warranty does not cover improper installation of the floor covering material or defective floor covering material; installation problems associated with: substrate imperfections; staining due to mold, mildew or bacterial growth, or any other discoloration of the flooring; excessive moisture or pH levels (be sure to perform tests first and take corrective measures before installation); improper maintenance; differences in color between flooring products and samples or photographs; indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors; failure of the flooring to adhere to the substrate due to, for example, moisture, alkaline or hydrostatic pressure from the substrate; or inappropriate end-user activities. Claimant is required to maintain written documentation of substrate moisture and pH testing.

Novalis International will not warranty adhesives on substrates where silicates have been applied or entrained or where adhesive cleaners or removers have been applied. Warranties for defective or dimensionally unstable floor covering, substrates and underlayment are covered elsewhere in this Commercial Warranty document. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. To file a claim contact your retailer or for other information you may contact Novalis International toll free at 866-668-2547.

Other Conditions and Exclusions Not Covered by this Warranty are:

- Installations on substrates that were not properly tested and prepared as instructed.
- Problems with installations due to the use of silicates or other unapproved sealers or curing additives on the substrate.
- Installations over substrates where hydrostatic pressure exists, or moisture readings are higher than specified for adhesive product.
- Installations over substrates with a surface pH test above that specified for the adhesive product.
- Failure of claimant to have records of moisture and alkalinity testing taken prior to the installation.
- Installation failures due to outside sources of water, such as where outside grade is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapor retarder under the concrete per ASTM E1745, sprinklers soaking ground at the building foundation, overflow drains not directed away from the foundation, flooding or other natural disasters or weather conditions.
- Installations taken up or replaced prior to inspection by authorized Novalis International personnel.
- Problems with floor covering installations on chemically cleaned substrates, or from the use of improper cleaning methods.
- Failure of leveling or patch compounds of any kind.
- Damage caused by expansion joints or other structural areas.