

LVT Warranty

WARRANTY OWNER:

This limited warranty, from EF Contract, extends only to the original end-user. EF Contract warranties are non-transferable. No installer, retailer, distributor or agent, or employee of EF Contract may alter the obligations or limitations of any EF Contract warranty.

- *Inappropriate end-user activities*
- *Construction or installation-related damage*
- *Damage caused by fire, flooding or intentional abuse*
- *Failure to purchase and use Commercialon Premium Modular/ LVT Adhesive*

INSTALLATION/WORKMANSHIP:

EF Contract does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your EF Contract commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your EF Contract commercial floor must be installed correctly over a properly prepared sub-floor. Your EF Contract commercial floor must regularly and properly be maintained. The product must be installed using Commercialon[®] Nexus and LVT Adhesive.

LIMITATION ON DAMAGES:

EF Contract excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. EF Contract's sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that EF Contract shall repair, at the option of EF Contract, or replace the defective material. In no event, including in the case of a claim of negligence, shall EF Contract be liable for incidental or consequential damages.

TERMS:

Within Ten Years: If a defect covered by this warranty is reported to EF Contract in writing within ten years of purchase, and the claim is deemed valid, EF Contract will supply new material of the same or similar grade sufficient to repair or replace the defective material. EF Contract will pay all reasonable labor costs.*

CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by EF Contract within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to EF Contract in writing prior to the actual installation. If the product is already installed, then EF Contract must examine and verify the defect.

WARRANTY TERM/COVERGE: 10 years

- All manufacturing defects
- Wear – the product will not wear through to (damage or affect) the printed film layer due to normal traffic

EXCLUSIONS:

The following are not covered by this warranty

- *Damage caused by improper installation and/or maintenance.*
- *Differences in color between products and samples or photographs*
- *Problems arising from excessive moisture, alkali or water pressure from the sub-floor*
- *Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors*
- *Discoloration, including but not limited to UV light and heat sources*
- *Surface scratches, changes in shading, texture and/or gloss during use*
- *Damage caused by chemically reactive material, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing*

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.

*reasonable labor costs shall be determined solely by EF Contract.