

# Digital Luxury Vinyl Tile (DLVT) Warranty

EF Contract warrants its Digital Luxury Vinyl Tile (DLVT) flooring products strictly according to this document and revisions of this document only. Printed or saved versions of this document may not reflect the most current and applicable revision. The most current version is available on the EF Contract website Warranties Page. The warranty covers flooring material as outlined below and reasonable labor costs where applicable. The warranty extends only to the original purchaser of flooring and to flooring in its original installation. The warranty is not transferable. The original receipt is proof of purchase and the date of the receipt serves as the beginning of warranty coverage. The flooring must be installed in accordance with EF Contract installation instructions and must be maintained in accordance with EF Contract cleaning and maintenance instructions in order to maintain full warranty coverage.

## INSTALLATION

EF Contract recommends that our Digital Luxury Vinyl Tile flooring be professionally installed. Any remedy offered by the flooring warranty will not include labor where the flooring was not installed by professional installation technicians. Any installation workmanship issues should be addressed to the retailer from whom the flooring was purchased or the installation technicians who installed the flooring, as EF Contract does not warrant installation. EF Contract is not responsible for labor costs where visibly defective product is installed.

## REPLACEMENT/REPAIRS

EF Contract may repair or replace DLVT product in affected areas to satisfy obligations of the warranty one time. If replacement is necessary and the identical flooring is not available, EF Contract will provide flooring of comparable quality, color, and value. Any replacement product is warranted for the remainder of the original warranty period. If replacement material exhibits problems in the same way as original material, conditions in the space may not properly support use of Digital Luxury Vinyl Tile flooring products. EF Contract recommends when installing new Digital Luxury Vinyl Tile flooring, maintain extra stock of the flooring (minimum one full carton) for future repair or replacement.

## COVERAGE

**Residential warranty** terms apply to products installed in owner-occupied residential dwellings (single-family homes, condominiums, town houses, etc.) Residential dwellings that are not owner-occupied are not covered by this warranty. If an owner-occupied residential dwelling transitions to a rental unit, the warranty is voided from that date. If a residential premises is ever a rental unit, coverage under the residential warranty terms cannot be established or re-established. **Commercial warranty** terms apply to residential dwellings that are not owner-occupied. Dorm rooms, senior living rooms, rental units, and hotel rooms would all be considered commercial installations and would fall under the commercial warranty.

## MANUFACTURING DEFECTS WARRANTY

EF Contract warrants its Digital Luxury Vinyl Tile flooring products shall remain free of manufacturing defects for the period of time indicated in the table in this document. Manufacturing defects include delamination, variations in thickness, curling, cupping, and dimensional changes not caused by conditions in the installed environment. Material with obvious defects that are installed anyway will be deemed acceptable by the owner or installer and will not be considered for remedy by the warranty.

## WEAR, STAIN AND FADE WARRANTY

EF Contract warrants that its DLVT products will not wear, stain, or fade from normal use for the indicated period of time specified in the table in this document. The following definitions apply:

- Wear must be through the wear layer to the degree that the printed pattern is altered. Normal wear in high traffic areas and seating areas and at pivot points, is excluded. Surface scratches and reduction of gloss are considered normal wear and are not considered defective product.
- Fade must be to the degree that the floor is permanently discolored.
- Stain is defined as a permanent change in color of the surface of the product caused by common household food and beverages and recommended cleaning products as indicated in our Maintenance Instructions. The following are excluded from stain warranty coverage: ink, iodine, mercurochrome, betadine, dyes, asphalt, tar, grease, baking grease, cooking oils, and nail polish.

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## **PET WARRANTY**

EF Contract warrants that our DLVT products will resist staining from pets (domestic dogs and cats) including feces, urine, and vomit for the indicated period of time specified in this document. This pet warranty is defined as a permanent change in color of the surface of the product after recommended spot cleaning procedures. Odor emanating from material between or under flooring is not covered. Recommended cleaning and maintenance procedures must be attempted prior to remedy consideration by the warranty. This warranty pertains to residential environments as described above

## **WATERPROOF WARRANTY**

EF Contract warrants its DLVT products, where applicable, to be waterproof from topical moisture. The structural integrity of the flooring plank will not be significantly diminished by topical exposure to water. Though the integrity of flooring planks will not be affected by topical moisture, it is probable that when excessive moisture flows between the planks onto the subfloor or into other surrounding structures/building materials or where there is standing water, mold or mildew growth can occur. Digital Luxury Vinyl Tile plank is not a moisture barrier. This limited warranty excludes damage from mold and mildew growth due to prolonged exposure to moisture. Damage to surrounding structures such as, but not limited to, subfloors, walls, fixtures, furniture, underlayment, moldings, trims or subfloor heating systems is excluded. This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring including damage from subfloor hydrostatic pressure, flood, appliance failure, plumbing leaks, or other conditions that result in water or moisture under the flooring.

## **CONDITIONS AND EXCLUSIONS**

The following are not covered by this limited warranty: surface scratches, cuts, gouges, or impact damage; damage caused by installation and/or maintenance practices that are inconsistent with or are contrary to our recommendations; damage caused by exposure to extreme heat or sunlight; damage from freight, accidents, intentional abuse, misuse, pets (clawing, chewing, digging, scratching, etc.), or neglect; damage caused by vacuum cleaner beater bars, robotic vacuum machines, or steam mops; indentations from spiked or high heeled shoes or furniture without proper floor protectors or chair pads; damage from rolling traffic and/or other non-foot traffic; changes in color or sheen in traffic areas or when exposed to a natural light source; damage caused by subfloor conditions inconsistent with EF Contract installation guidelines; fire or smoke damage; water or liquid intrusion; exterior application; damage caused by chemically reactive material or carpet crocking; construction and remodel related damage; color or texture differences between samples and delivered product or in replacement material; differences in color of different production runs (dye lots); damage from any urine, feces, or vomit stains other than pets (domestic cat or dog); DLVT products used for athletic playing surfaces, any recreational activity, or other inappropriate end use activities; any product designated as offgoods including, but not limited to, second quality, specials, or non-standard items. 3 seasons rooms must be enclosed. Flooring in 3 seasons rooms must not be exposed to direct sunlight or temperatures below -20°F or above 176°F. While occupied, 3 seasons areas must maintain ambient temperature between 55°F and 95°F.

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## CLAIMS

If a condition arises that is believed to be covered by this warranty, the retailer from whom the flooring was purchased can file a claim with EF Contract on behalf of the end use purchaser. A claims manager with EF Contract will conduct an investigation which may require pictures, samples, use and maintenance information, and/or an inspection by an independent inspector. If defective material is verified under the terms of these warranties, EF Contract will offer an allowance of a percentage of the original flooring wholesale purchase price according to the proration chart below.

CLAIM REPORTED	RESIDENTIAL MATERIAL LIFETIME LIMITED	COMMERCIAL MATERIAL 10 YEAR LIMITED	LABOR Residential & Commercial
1 <sup>st</sup> to 5 <sup>th</sup> year	100%	100%	100%
6 <sup>th</sup> to 10 <sup>th</sup> year	75%	50%	50%
11 <sup>th</sup> to 15 <sup>th</sup> year	50%	N/A	N/A
16 <sup>th</sup> to 20 <sup>th</sup> year	35%	N/A	N/A
21 <sup>st</sup> to 25 <sup>th</sup> year	25%	N/A	N/A
26 <sup>th</sup> to 30 <sup>th</sup> year	10%	N/A	N/A
31 <sup>st</sup> and beyond	5%	N/A	N/A

EF Contract does not grant authority to any person or entity the authority to alter the obligations or limitations of this warranty. This limited warranty is in lieu of any and all other warranties, express or implied, as related to the specific products listed in this warranty. EF Contract shall not be liable for consequential damages including but not limited to lost profits or loss of use of the space where the DLVT product is installed. Exclusions and limitations may not apply where states do not allow the exclusions or limitations of implied warranties or the limitation of incidental or consequential damages.