

Luxury Vinyl Flooring Warranty

Permshield Luxury Vinyl Flooring (PERMSHIELD) warrants its luxury vinyl 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 <u>www.permshield.com</u>. 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 PERMSHIELD installation instructions and must be maintained in accordance with PERMSHIELD cleaning and maintenance instructions to maintain full warranty coverage.

INSTALLATION

PERMSHIELD recommends that our luxury vinyl 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 PERMSHIELD does not warrant installation. PERMSHIELD is not responsible for labor costs where visibly defective product is installed.

DEFINITION OF PROFESSIONALLY INSTALLED:

A reputable installer with training licensed by the NWFA or trained by any reputable Flooring Association.

REPLACEMENT/REPAIRS

PERMSHIELD may repair or replace Luxury Vinyl Flooring products in affected areas to satisfy the obligations of the warranty one time. If replacement is necessary and identical flooring is not available, PERMSHIELD 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 luxury vinyl flooring products. PERMSHIELD recommends when installing new luxury vinyl 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.

LIMITED LIFETIME RESIDENTIAL WARRANTY:

When installed in a residential application, PERMSHIELD warrants that the decorative surface on PERMSHIELD SPC floors will not stain or wear through under normal residential traffic conditions and use. Normal use is defined as light to moderate foot traffic.

COMMERCIAL WARRANTY: LITE, One Plus, One Plus XL Collections: When installed in a light commercial application, PERMSHIELD warrants that the decorative surface on these collections will not stain or wear through for a period of 10 years (Lite collection) and 15 years (One Plus and XL collections) from the date of purchase under light commercial conditions and use. Light commercial applications include salons, professional business offices and reception areas, multi-family buildings such as condos/apartments, light retail or specialty stores and boutiques. PERMSHIELD SPC floors are not recommended for food and beverage service operations, or heavy-duty retail stores (e.g.: food, drug, and hardware stores); use in such applications will not be covered by this warranty.

MANUFACTURING DEFECTS WARRANTY

PERMSHIELD warrants its luxury vinyl flooring products shall remain free of manufacturing defects for the period of this warranty. Manufacturing defects include but are not limited to delamination, core voids, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Dimensional variation is defined as thickness, length, width, and squareness measurements that Revised 09/01/2023. Page 1



exceed ASTM tolerances; 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

PERMSHIELD warrants that its Luxury Vinyl Flooring products will not wear, stain, or fade from normal use during the period of this warranty. 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 products.
- 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. The following are excluded from stain warranty coverage: ink, iodine, mercurochrome, betadine, dyes, asphalt, tar, grease, baking grease, cooking oils, and nail polish. and recommended cleaning products as indicated in our Care and Maintenance Guide.

PET WARRANTY

PERMSHIELD warrants that our Luxury Vinyl Flooring products will resist staining from pets (domestic dogs and cats) including feces, urine, and vomit for the indicated period 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.

WATERPROOF WARRANTY

PERMSHIELD warrants its Luxury Vinyl Flooring 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. Luxury vinyl 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. All sources of subfloor moisture should be remedied prior to installation.

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 PERMSHIELD 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); Luxury Vinyl Flooring products used for athletic playing surfaces, any recreational activity, or other inappropriate end use activities; any product designated as off- goods 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.

This warranty excludes all casualty events normally covered by homeowners' insurance including, but not limited to, damages caused by fire, flooding, or standing water from leaking plumbing, faucets, or household appliances. The flooring is installed outdoors. PERMSHIELD products are not warranted against squeaking, popping, or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

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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 PERMSHIELD on behalf of the end use purchaser. A claims analyst with PERMSHIELD will investigate 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, Replacement resilient will come from current running-line products comparable to the warranted product.

Within One Year:

If any of the above should occur within the specified warranty periods for each flooring product, PERMSHIELD will furnish comparable flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor, at our option if and only if we accept the claim. And, if your floor was professionally installed, PERMSHIELD will also pay fifty percent of the reasonable labor costs for the direct repairs or replacement. PERMSHIELD will replace or repair a floor at one time. If the replacement or repair fails in the same manner a second time, the flooring conditions may not be acceptable for the installation of SPC.

After One Year: If a defect covered by this warranty is reported to PERMSHIELD in writing after one year of purchase, PERMSHIELD will supply new material of the same or similar grade sufficient to repair or replace the defective material. PERMSHIELD will not pay labor costs after 1 year. PERMSHIELD will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.

WORKMANSHIP

PERMSHIELD does not guarantee the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your PERMSHIELD floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors.

NOTE: The warranty is not transferable. It extends only to the original owner-occupied end-use purchaser. PERMSHIELD does not grant any person or entity the authority to create for it any obligation or liability in connection with this product. PERMSHIELD shall not be liable to the consumer or any other person or entity for any incidental, special, or consequential damages arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.