

Element Flooring warrants its SPC High-Definition flooring products according to this document and any revisions of this document only. This warranty is not transferable. 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.

#### **REPAIRS AND OR REPLACEMENT**

Element Flooring may repair or replace any High Definition SPC product in the affected areas only to satisfy obligations of the warranty as needed. A warrantable event does not automatically trigger an entire floor replacement. If, however, full replacement is necessary and the identical flooring is not available, Element Flooring will provide a flooring substitute 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 High-Definition flooring products. Element Flooring always recommends that you maintain extra stock of the flooring from your original installation (minimum one full carton) for future repair or replacements.

#### **COVERAGE/DWELLING TYPE**

Residential warranty terms only apply to products installed in owneroccupied residential dwellings such as (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 reestablished.



#### **PROFESSIONAL INSTALLATION**

Element Flooring always recommends that our High Definition SPC flooring be professionally installed. Any issues or solutions offered as a remedy by the flooring warranty will not include labor costs when the flooring was not installed by a professional installer or technician. Any installation or quality of workmanship issues should be addressed by/with the retailer from whom the flooring was purchased or the installer or technician who installed the flooring. Element Flooring does not warrant installation or installation related claims. Element Flooring is not responsible for any labor costs no matter who installed the flooring if/when visibly defective product is installed.

### MANUFACTURING DEFECTS WARRANTY

Element Flooring warrants that its High Definition SPC flooring products shall remain free of manufacturing defects for the period indicated in the table in this document. Manufacturing defects include delamination, variations in thickness, curling, cupping, and dimensional changes not caused by conditions within or around the installed environment. Material with <u>obvious defects</u> that are installed anyway will be deemed acceptable by the owner or installer and <u>will not</u> be considered a manufacturing defect for remedy by the warranty.

#### PET WARRANTY

Element Flooring warrants that our High Definition SPC products will resist staining from pets. This would include (domestic dogs and cats only) stains including feces, urine, and vomit are covered 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 have been utilized using approved cleaning products. Odor emanating from any material between or under flooring is not covered. Element Flooring recommended cleaning and maintenance procedures must be attempted prior to remedy consideration by the warranty.



### WEAR, STAIN AND FADE WARRANTY

Element Flooring warrants that its High Definition SPC flooring during normal use will not significantly fade, stain or wear for the indicated period of time specified in the table within this document. Note the following definitions that apply:

- Normal wear in high traffic areas and seating areas and at pivot points, is excluded. Wear must be through the wear layer to the degree that the printed pattern is altered and core material is exposed in an area greater than twelve by twelve inches. Surface scratches, scuffing and reduction of gloss level are considered normal wear and are not considered to be defective product.
- Fade must be to the degree that the floor is permanently discolored to a significant degree. Some degree of fading over time is to be expected.

• The following are excluded from stain warranty coverage: ink, iodine, mercurochrome, betadine, dyes, asphalt, tar, grease, baking grease, cooking oils, and nail polish. Stains or staining is defined as a permanent change in color of the surface of the product caused by common household food and beverages and approved or recommended cleaning products as indicated in our Care and Maintenance Guide.

#### WATERPROOF WARRANTY

Element Flooring warrants its High-Definition 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 possible 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. High Definition SPC planks are 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 Element Flooring 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); SPC High Definition 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 nonstandard 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.

Printed or saved versions of this document may not reflect the most current and applicable revision. The most current version is available on Elementflooring.us.

The original receipt is your proof of purchase, and the date of the receipt serves as the beginning of warranty coverage. The flooring must be installed in accordance with Element Flooring companies installation instructions and also be maintained in accordance with Element Flooring cleaning and maintenance instructions in order to maintain the full warranty coverage.



## RESIDENTIAL PRORATION TABLE FOR MATERIAL AND EXCLUSIONS

Reasonable labor will be paid at 100% in years 1 and 2 and at 50% in years 2 through 5 for a residential installation claim. No labor will be paid after 5 years. Labor will not be paid in DIY installations.

Claim Reported During	Lifetime Limited	
Ownership Within	Warranty	
1 <sup>st</sup> through 7 <sup>th</sup> Year	100%	
8 <sup>th</sup> through 12 <sup>th</sup> Year	75%	
13 <sup>th</sup> through 18 <sup>th</sup> Year	50%	
19 <sup>th</sup> through 24 <sup>th</sup> Year	35%	
25 <sup>th</sup> through 30 <sup>th</sup> Year	15%	
31 <sup>st</sup> and beyond	10%	

## COMMERCIAL PRORATION TABLE FOR MATERIAL AND EXCLUSIONS

Claim Reported	Material Allowed	Labor Allowed
During		
	Material to repair	Reasonable
1 <sup>st</sup> Year	or replace	amount to be
	defective area	determined by
		Element
		Flooring
Second through 5 <sup>th</sup>	Material to repair	
Year	or replace	50% Labor
	defective area	
5 <sup>th</sup> Through 10 <sup>th</sup>	Material to repair	
Year	or replace	No Labor
	defective area	



### CLAIM PROCEDURE

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 Element Flooring Company on behalf of the end use purchaser. A claims analyst with Element Flooring Company 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, Element Flooring will offer an allowance of a percentage of the original flooring wholesale purchase price according to the proration chart above.

ELEMENT FLOORING 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. ELEMENT FLOORING SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF USE OF THE SPACE WHERE THE SPC 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.