

WARRANTY COVERAGE

This warranty document covers products only applied in a single-unit residential dwelling, defined as a single installation in a residential home, condominium, apartment or loft. For products used in commercial applications, please refer to NFW-CW01 Commercial Product Warranty for further information. For multiple unit installations such as multi-family housing and multi-use facilities, please refer to NFW-0030 Mixed Use Warranty Statement. Novalis® Innovative Flooring reserves the right to classify each installation as residential, light commercial or commercial. This warranty statement does not cover NovaFloor® High Performance Core (HPC) or High Density Core (HDC) products, please refer to the relevant warranty documents for complete information and coverage of those product lines. Novalis Innovative Flooring® warranties cover the cost of material for the period of the warranty as listed below; labor coverage is subject to separate terms outlined in Labor Coverage Terms. Labor will be paid as outlined below.

Manufacturing Defect Warranty

Novalis® Innovative Flooring 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 is reported and upon verification and validation of the defect by Novalis® Innovative Flooring, Novalis® Innovative Flooring will authorize repair or replacement of the affected area of installed flooring.

Wear Warranty Periods for NovaFloor® Products

| Product | Residential | Light Commercial | Heavy Commercial |
|-----------|-------------|------------------|------------------|
| Abberly™ | Lifetime | | 10 years |
| Davidson™ | Lifetime | | 10 years |
| Birkdale™ | Lifetime | | 10 years |
| NovaCore™ | Lifetime | 10 years | |
| Serenbe™ | Lifetime | 10 years | |
| Lyndon™ | 15 years | 5 years | |

Wear Warranty Definition:

Novalis® Innovative Flooring 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 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 per published maintenance guidelines.

Residential Wear Warranty Provisions:

- Novalis® Innovative Flooring will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Novalis® Innovative Flooring reserves the right to select and supply similar Novalis® Innovative Flooring 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.
- 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 the first 2 years - 100%
 - Within 3-4 years - 70%

Labor Coverage Terms:

The costs of professional labor will be reimbursed within the approved labor charges put forth by Novalis® Innovative Flooring, provided that the installation has been performed according to Novalis® Innovative Flooring Installation guidelines, standard industry practices, and use of approved installation materials including but not limited to proper subfloor materials, Novalis® Innovative Flooring recommended adhesive(s), Novalis® Innovative Flooring recommended underlayment(s) and accessories. Labor must also be provided by a certified professional flooring installer, and will be paid according to the following schedule:

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- Within the first 2 years – 100% of labor for reinstall
- Within years 3-5 years – 70% of labor for reinstall

General Terms:

Novalis® Innovative Flooring 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® Innovative Flooring 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.

D.I.Y products, cash and carry sales, closeouts, seconds and other discounted materials and internet sales are not covered under this warranty.

Novalis® Innovative Flooring branded Guidelines for Commercial Use as described in Technical Bulletin NFT-PS002 Commercial Use Guide will be in effect for this warranty. (Contact your sales representative for this bulletin.) Novalis® Innovative Flooring reserves the right to classify each installation regarding use according to this published bulletin.

Warranty Limitations:

- This warranty is not transferable and applies only to the original purchaser.
- Manufacturing defect must be reported within 30 days of first notice of defect in installed area.
- This warranty covers only properly installed and maintained floors, according to Novalis® Innovative Flooring installation guidelines and accepted industry practices and does not cover flooring installed in areas not intended for solid vinyl plank or tile.
- Novalis® Innovative Flooring branded and/or recommended products must be used for installing Novalis® Innovative Flooring flooring; use of products not specifically designed for use with solid vinyl flooring will void warranty coverage.
- Novalis® Innovative Flooring will not pay for the loss of time, inconvenience or other consequential or incidental damages or

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® Innovative Flooring reserves the right of final judgment and may refuse claims in certain instances.
- Novalis® Innovative Flooring reserves the right to repair any floor, provide replacement materials directly to the consumer or installer, obtain the services of a professional of our choice, and / or to conduct repairs or replace flooring in a manner suitable to our interests if Novalis® Innovative Flooring and the purchaser cannot reach agreement on the cost or manner of the repair or replacement.
- For products sold as “Do-It-Yourself” products, cash and carry sales, internet sales, seconds or off-quality goods no labor costs will be provided as part of this warranty.
- Internet sales, closeouts, items sold as seconds or other off quality designation are not covered under this warranty.
- **Materials installed with obvious manufacturing defects are not covered.** Visual defects greater than 1cm are considered identifiable. Labor costs will not be covered when materials with visual defects greater than or equal to 1 cm are installed; replacement material only will be provided.
- Damage to the locking mechanism caused by excessive deflection in the substrate, improper underlayments installed underneath the flooring, from improper rolling loads and direct contact from castor wheels, dynamic pressures and loads from electric wheel chairs is not covered.
- Products that have not been properly acclimated according to the Novalis® Innovative Flooring Installation Guidelines.
- NovaClic® floating flooring products installed with adhesives.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, heavy rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests,

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be of sufficient depth and width to capture grit, dirt and abrasive debris.

- Cracking, warping, delamination, curling or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, flooding, fires and other disasters.
- 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.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, floors not installed per Novalis® Innovative Flooring Installation Guidelines, use of improper adhesives or incorrect application of adhesives, improper underlayments, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Performance of Novalis® Innovative Flooring products over foam-type, rubber, cork, or other compressible type underlayments, including integrity of the NovaClic® locking mechanisms. Guarantees of performance should be provided by the manufacturer who states their product is suitable for use with Luxury Vinyl Flooring.
- Problems or damage due to excessive moisture and/or alkalinity in sub floor including discoloration or bond release of the structure of the flooring. Product structural damage from excessive exposure to water caused by flooding, plumbing and appliance leaks, water leakage from doors, windows or roof leaks. Standing water on flooring should be mopped or wet vacuumed up immediately upon notice of the spill.
- Damage from or growth of mold and mildew caused by excessive moisture in the environment or substrate that has been trapped under the flooring; including flooring installed outdoors or subjected to prolonged water exposure.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85 F.

dropping of metal or heavy objects. Furniture, appliances and movable fixtures should have a plastic or nylon protector at least 2" in diameter; chair casters / wheels should be a minimum of 2" in diameter and not be metal-type or narrower than 1" in width. Chair mats and protectors shall be used under office

- Cuts, scratches, gouges and indentations, punctures caused by sharp objects, narrow wheels, metal furniture glides, etc. Non-rubber walk-off mats are to be used at all egress points and shall of sufficient depth and width to capture grit, dirt and abrasive debris.
- Hazing or finish related issues caused by grout when used with Novalis® Innovative Flooring groutable tiles.
- Different from samples or printed material in shade, color, glossing or embossing texture.

No person, representative, employee, or agent not employed by Novalis® Innovative Flooring, 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. To file a claim contact your retailer or for other information you may contact Novalis® Innovative Flooring toll free at 886-668-2547. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity.