

# **CUSHION VINYL**

## WARRANTY GUIDE

### PRODUCTS UNDER WARRANTY & APPLICABILITY

Residential	Light Commercial	Commercial
Metro+ (10 Years)	Blacktex HD (10 Year)	XTREME (15 Year)
Smartex Pro (15 Years)	Jazz (10 Year)	
Reflect+ (15 Years)		
Omega+ (25 Years)		
Blacktex HD (Lifetime)		
Jazz (Lifetime)		
Xtreme (Lifetime)		

### NOTICE

Beauflor recommends that its Sheet Vinyl Flooring products be professionally installed. If not, no labor costs would be included should there be a valid claim.

The owner is responsible for final inspection of the product before installation. If the owner hires a third party to install the product, the owner is responsible for that party's judgment. Prior to installation, please ensure that the product received is the correct style and color as well as to the customer's satisfaction. If there are any doubts, do not install the flooring and contact the retailer. Beauflor will not be held responsible for any costs relating to the installation of unsatisfactory or incorrect product. Products already installed will be deemed acceptable by the owner or installer and will not be considered for warranty. This warranty is subject to exclusions and limitations.

# OVERVIEW

This general warranty or parts thereof are subject to exclusions and limitations. This warranty applies only to the original purchaser, to product in its original installation, is prorated and is not transferable. The original purchaser must keep the original receipt as proof of purchase. If a problem appears which is covered by this warranty, the original purchaser must contact the retailer within thirty (30) days of detecting the issue to describe the problem. Beauflor reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If the original product is no longer available, Beauflor may substitute with a reasonably comparable product. No person other than a Beauflor claims department representative is authorized to accept or refuse a warranty claim. No person is authorized to waive or modify the terms of this warranty. Beauflor reserves the right to designate a representative to inspect the flooring prior to accepting or refusing any claim

### INSTALLATION

This limited warranty covers products installed in accordance with the Beauflor's installation instructions using Beauflor installation sundries which can be obtained by contacting the retailer or by visiting Beauflor's website at http://www.beauflor.us/.

### REPLACEMENT

Beauflor reserves the right to use its own installer to replace the product. If Beauflor replaces a product as a result of a warranty claim, the consumer is required to remove, store and replace all fixtures, furnishings and any items placed over the affected areas subsequent to the original installation. These costs are the consumer's responsibility. If a defect covered by this warranty appears during the warranty period, Beauflor will, at its sole discretion, replace the defective product according to the proration chart found in this document. The replacement product is warranted for the remainder of the original warranty period.

### RESIDENTIAL

Residential warranties only apply to products intended for installation in non-commercial, owner-occupied, residential premises (single-family homes, condominiums, townhouses, etc.). Residential rental units fall under the light commercial warranty only.

- 1. **MANUFACTURING DEFECTS** Beauflor warrants to the original purchaser that, if properly installed, the product will remain free of manufacturing defects for the indicated period of time as specified in this document, starting from the date of the original purchase. The product is manufactured according to the floor covering industry's standards and tolerances in quality variation. This warranty is subject to exclusions and limitations.
- 2. WEAR, STAIN AND FADE Beauflor warrants to the original purchaser that, if properly installed and maintained, the product will not wear, stain or fade from normal household use for the indicated period of time as specified in this document, starting from the date of the original purchase. This warranty is subject to exclusions and limitations.
  - a. Definitions:
    - i. "Wear" must be through the wear layer to the degree that the printed pattern is altered over in an area greater than 2 square inches. Loss of Gloss or texture is not considered wear.
    - ii. "Fade" must be to the degree that the flooring is permanently discolored. Fading due to exposure, direct or indirect, to sunlight is excluded.
    - iii. "Stain" is defined as a permanent change in color of the surface of the product caused by food, beverages, and recommended cleaners as indicated in Beauflor's care and maintenance guide
    - iv. "Normal Household Use" are common daily activities in the home.
- 3. WATERPROOF Beauflor warrants to the original purchaser that, if properly installed and maintained, the product will remain waterproof, for the indicated period time as specified in the "Applicability" section of this document, starting from the date of the original purchase and its structural integrity will not be significantly diminished by topical exposure to water. The product's integrity will not be affected by moisture. However, it is probable that mold or mildew growth can occur when excessive moisture flows over the edge of the flooring surface onto the subfloor or into other surrounding structures/building materials or where there is standing water. The product 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, trims or subfloor heating systems. This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring including, but not limited to, damage from subfloor hydrostatic pressure or other conditions that result in water or moisture under the floor. This warranty is subject to exclusions and limitations.

4. **RIP, TEAR, GOUGE** Beauflor warrants to the original purchaser that, if properly installed and maintained over wood or concrete subfloors, the product will not rip, tear or gouge for the indicated period of time as specified in this document, starting from the date of the original purchase. Movement of large appliances require special handling. Damage caused by household accidents or abuse (e.g. boots and cleats or spikes, vacuum cleaner beater bar, caster wheels, high heels, dropping of heavy or sharp objects, or moving appliances without

protection); or due to cuts, gouges, scratches, punctures, tears and indentations caused by loads exceeding the recommended static load limit; are not covered under this warranty.

### LIGHT COMMERCIAL

Light Commercial warranties apply to dry, commercial areas that experience foot traffic only (no rolling loads).

- 1. **MANUFACTURING DEFECTS** Beauflor warrants to the original purchaser that, if properly installed, the product will remain free of manufacturing defects for the indicated period of time as specified in this document, starting from the date of the original purchase. The product is manufactured according to the floor covering industry's standards and tolerances in quality variation. This warranty is subject to exclusions and limitations.
- 2. **WEAR** Beauflor warrants to the original purchaser that, if properly installed and maintained, the product will not wear, stain or fade from normal use for the indicated period of time as specified in this document, starting from the date of the original purchase. This warranty is subject to exclusions and limitations.
  - a. Definitions:
    - i. "Wear" must be through the wear layer to the degree that the printed pattern is altered over in a significant area. Loss of gloss or texture is not considered wear.

### COMMERCIAL

- 1. **MANUFACTURING DEFECTS** Beauflor warrants to the original purchaser that, if properly installed, the product will remain free of manufacturing defects for the indicated period of time as specified in this document, starting from the date of the original purchase. The product is manufactured according to the floor covering industry's standards and tolerances in quality variation. This warranty is subject to exclusions and limitations.
  - a. The customer must notify Beauflor of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Beauflor is notified in writing prior to installation, Beauflor will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Beauflor and permit an inspection of the product. If, upon inspection, Beauflor determines that the product is defective, Beauflor will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-10).
- 2. **WEAR** Beauflor warrants to the original purchaser that, if properly installed and maintained, the product will not wear, stain or fade from normal use for the indicated period of time as specified in this document, starting from the date of the original purchase. This warranty is subject to exclusions and limitations.
  - a. Definitions:
    - i. "Wear" must be through the wear layer to the degree that the printed pattern is altered over in a significant area. Loss of gloss or texture is not considered wear.
  - b. For claims based on wear-through, the customer must notify Beauflor and permit an inspection of the flooring. If Beauflor determines that the original flooring is worn through, Beauflor will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility.

### LIMITATIONS, TERMS AND CONDITIONS

For any questions regarding the warranty information, the consumer may contact the retailer. The following limitations, terms and conditions apply to this warranty:

1. **Installation**. Failure to follow the provided installation instructions may void the warranty. Damage resulting from improper storage, handling or installation is not covered by this warranty as well as damage resulting from poor or defective workmanship. The products must never be installed outdoors. Seams peaking or opening due to use of incorrect adhesive or seaming method is not covered by this warranty

- 2. Visible defects. Before and during installation, the product must be inspected under sufficient lighting to detect any visible defects. Under no circumstance should defective products be installed. Beauflor will not be held liable for labor costs related to the removal of these defective products. Any defective product must be put aside and the retailer must be informed in writing within thirty (30) days, after which no further claim will be accepted. Beauflor reserves the right to refuse a claim if the percentage of the defective product is less than 5% of total install. Color and gloss variations resulting from adding products to an existing installation are not covered by this warranty.
- 3. Abnormal use. This warranty does not cover products that have been put through abnormal use or conditions or abused in any way. This includes, but is not limited to, damage from falling objects, damage caused by dragging objects or furniture, neglect, high heel shoes, pebbles or abrasive materials, and improper maintenance. To prevent such damage, any spill should be wiped up immediately, pet's nails should be kept trimmed, floor protectors should be installed under the legs of the furniture, and suitable mats should be used at all entryways.
- 4. Accidents and natural disasters. This warranty does not cover any accidental damage to the product or any natural disasters that may damage the flooring. This includes, but is not limited to, damage from fire and smoke, floods, earthquakes, storms, broken pipes or any other plumbing related failures.
- 5. **Climate**. This warranty does not cover damage to the product resulting from exposure to extreme heat or cold nor from extremely humid or dry conditions. Exposure to such conditions will void this warranty. Temperature levels must be maintained between 65 °F and 85 °F (18.3 °C and 29.4 °C) at all times.
- 6. Subfloor and underlayment. Problems resulting from improper subfloors or underlayment may void this warranty. Discoloration arising from "bottom-up" staining caused by residual adhesive, improper subfloor material or other staining agents is not covered by this warranty. This warranty does not cover damage from water or moisture trapped underneath the floor. Humidity tests on wooden and concrete subfloors must be undertaken before installing the product. The maximum allowable humidity level for a wooden subfloor is 14% using a proper moisture meter. Concrete subfloors shall have a minimum compressive strength of 3500 psi. Moisture vapor emission rate should not exceed 5 lb/1000 sq. ft. (2.27 kg/92.9 sq. m)/24 hours per ASTM F1869. When using the ASTM F2170 test method, the internal relative humidity should not exceed 80%, and the pH level should be between 7 and 9.
- 7. **Care and maintenance**. Failure to properly maintain and care for the product may result in voiding this warranty. Cleaning with inappropriate cleaners will void this warranty. The product must never be waxed nor polished. Surface scratches, cuts and tears are not covered by this warranty
- 8. **Second quality and clear-outs.** Only first quality goods are covered by this warranty. Product sold as second quality or as part of a promotion is considered sold "AS IS" and is not covered by this warranty

Please refer to Beauflor's website at www.beauflor.us for warranty duration in regards to your specific product.

# RESIDENTIAL & LIGHT COMMERCIAL WARRANTY PRORATION

Unless otherwise noted, all warranties are prorated.

	Lifetime	30 Year	25 Year	15 Year	10 Year	7 Year	5 Year
	Limited						
	Coverage						
Year: 1-5	100%	100%	100%	100%	100%	100%	100%
Year: 6-10	75%	75%	75%	50%	50%	20%	
Year: 11-15	50%	50%	40%	25%			
Year: 16-20	35%	25%	20%				
Year: 21-25	25%	10%	10%				
Year: 26-30	10%	5%					
Year: 31+	5%						

### LIMITATION OF IMPLIED WARRANTY

TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES (EXPRESSED OR IMPLIED) OTHER THAN OUR LIMITED WARRANTIES ARE DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING ACTS OF GOD/FORCE MAJEURE, ACTS OF TERRORISM, DAMAGE CAUSED BY VERMIN, INSECT INFESTATION, FIRE, FLOOD OR ANY OTHER ACT OR CIRCUMSTANCE BEYOND REASONABLE CONTROL.

IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW. BEAUFLOR EXCLUDES ANY LIABILITY FOR LOST PROFITS, INCONVENIENCE, OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. REPLACEMENT OF AFFECTED FLOORING WITH SIMILAR STYLE AND COLOR IS THE FULL EXTENT OF BEAUFLOR OBLIGATION UNDER OUR LIMITED WARRANTIES.

IN NO EVENT SHALL BEAUFLOR BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, NO MATTER THE CAUSE. SOME STATES DO NOT ALLOW LIMITATIONS OR DISCLAIMERS AS TO IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW LIMITATIONS ON THE TIME AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## HOMEOWNER OBLIGATIONS

To maintain warranty coverage and ensure fast and easy warranty service, the homeowner is responsible for the following:

- Keep and be able to provide the original sales receipt or documentation illustrating proof of purchase and installation date of the product.
- Make sure the flooring is installed according to Beauflor Installation Instructions.
- Keep a list of cleaners used to maintain the flooring.

# BEAUFLOR USA, LLC

Please contact your retailer, or visit our website at www.beauflor.us for the most up-to-date version of this document as it may have been revised and updated since this printed version.

Care & Maintenance and Installation Instructions can also be found on our website at www.beauflor.us, or you may contact your retailer for the most up-to-date versions.