# Montserrat

# RIGID CORE VINYL (SPC) FLOORING

## Warranty and Conditions

All warranties listed under this warranty guide are given to the original retail purchaser / end user of our products. All warranties are non-transferrable. Under the manufacturer's SPC Flooring Limited Warranty, we warrant to the original retail purchaser of the products that from the date of the original purchase for the applicable period set forth in the chart below, that:

- 1. In normal household conditions or a light commercial indoor setting, when installed and maintained according to our recommended maintenance guide, the design layer of the floor will not wear through, fade from normal sunlight or artificial lighting, or stain. Gloss reduction does not constitute "wear."
- 2. The floor will resist topical water damage planks will not swell, delaminate, or peak at seams due to topical spills where liquid is wiped up accordingly and floor is allowed to dry completely.
- 3. The floor will be free of manufacturing defects when purchased in its original manufactured condition.
- 4. In normal household conditions or a light commercial indoor setting, the floor joints will remain secure.

	Limited Residential Warranty Period	Limited Commercial Warranty Period
Rigid Core Vinyl (SPC) Flooring  Heavy Residential, Light	25 Years	5 Years
Commercial Use	23 Tears	3 Tears

#### All warranties under this warranty guide are made subject to the following conditions:

- 1. The flooring must be installed in accordance with the installation guidelines provided and cleaned, maintained and cared for in accordance with the cleaning and care instructions provided.
- 2. The manufacturer warrants its products against manufacturing defects that exist in its products prior to product installation. Flooring installed with known defects is not covered under this warranty. All planks must be inspected for possible, recognizable defects before and during the installation as any right to claim under warranty becomes invalid after planks with visible defects have been installed. Warranty claims can only be accepted if the planks were delivered by the dealer in its original packaging.
- 3. The surface wear or damage must not be the result of abusive conditions, misuse of the product, freight damage, modification, alteration, repair or service of the product by anyone other than the authorized manufacturer representative, improper care or maintenance (refer to provided care and maintenance guidelines), or accidents, such as but not limited to severe impact, scratching, cutting, negligence or chemical damage. Note that gloss reduction is not considered surface wear. The surface wear must be readily visible from the distance of 6 feet, measuring at least 1 square inch. Wear-through at the edges of the product is excluded from the warranty.
- 4. According to proper installation guidelines, flooring must have be installed in a dry, climate controlled, indoor, residential environment. A moisture test must be performed to determine if excessive moisture exists in the subfloor. The manufacturer is not liable for the performance of the

- subfloor. This warranty excludes damage in the subfloor or underneath the flooring due to water, moisture, mildew, and including but not limited to hydrostatic pressure.
- 5. Approved accessories must be used to validate warranty. Please contact your nearest dealer or the manufacturer directly for more details.
- 6. Moldings and accessories are not covered under this warranty.

## In the unlikely event of a claim, the following conditions apply:

To make a warranty claim, please contact the manufacturer's dealer. Proof of purchase, including the date of purchase, must be presented to make a claim. This warranty applies only to the original purchaser and is not transferrable. If a claim occurs within the first 10 years following the date of purchase and meets the above conditions, the manufacturer will, at its discretion, repair, replace, or refund the cost of the defective material. The manufacturer will also pay reasonable labor cost to repair or replace the defective material if a claim occurs during the first five years after installation and if the floor was professionally installed. If the product for which a claim is made is no longer available, the customer shall be able to choose from the manufacturer's current product selection of equal or lesser value. The manufacturer warrants repaired or replaced products for the remainder of the original warranty period only. The manufacturer reserves the right to inspect the installed planks and to remove samples of needed to analysis. To make a claim under this warranty, contact your manufacturer's dealer within thirty (30) days following the date of discovery or detection of a warranty claim. An original proof of purchase (including the date of purchase) must be presented when requesting warranty service. This warranty, dated June 1<sup>st</sup>, 2018, supersedes all previously issued by the manufacturer.

## **Disclaimer of Warranty**

Except for the foregoing warranty, the manufacturer disclaims, to the fullest extent permitted by federal and state law, all other warranties and guarantees whether expressed or implied, including any implied representation or warranty as to merchantability or fitness for any particular purpose. In no event will the manufacturer be liable for consequential, incidental, special for exemplary damages. (Some states do not allow for the exclusion of consequential damages, so this exclusion of consequential damages may not apply to you.) This warranty gives you specific rights and you may have other rights that may vary from state to state. The foregoing warranty constitutes the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by authorized manufacturer representatives.