

NFW-0020 NovaCore[™] Product Limited Warranty

General Terms:

This warranty document covers NovaCore[™] by Novalis International hybrid luxury vinyl flooring when applied in a residential or light commercial setting. For products used in commercial applications, please refer to Technical Bulletin NFT_PS002 Commercial Use Guide; Novalis International reserves the right to classify each installation regarding use according to this published bulletin.

Novalis branded Commercial products when installed in a commercial area, regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Novalis warranties cover the cost of material for the period of the warranty and reasonable labor costs **only** when and if a professional flooring installer was paid to install the original material. Labor will be paid according to the following schedule in Table A. Self-stick and D.I.Y products are not covered under this warranty.

Novalis reserves the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring.

Manufacturing Defect Warranty:

Novalis International warrants that the NovaCore solid vinyl planks will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. If such defect occurs, upon verification of the defect by Novalis, Novalis will authorize repair or replacement of the affected area of installed flooring.

Wear Warranty:

Novalis International warrants that the installed product will not wear through to the printed film layer, stain or fade under normal use as follows:

Residential Wear: covered for the lifetime of the original purchaser of the flooring from the date of purchase
Light Commercial Wear: covered for a period of 10 years from the date of purchase

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.

Wear Warranty Provisions:

- Novalis will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Novalis reserves the right to select and supply similar Novalis 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 1-2 years - 100%
 - Within 3-5 years - 70%
 - Within 5-20 years 50 %.
- The costs of professional labor within the approved labor charges put forth by Novalis International, provided that the labor is performed according to Novalis International guidelines and standard industry practices. Labor must also be provided by a certified professional flooring installer. Labor will be paid according to the following schedule:
 - Within the first 2 years – 100% of labor for reinstall
 - Within years 3-5 – 70% of labor for reinstall

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Warranty Limitations

- This warranty is not transferable.
- Manufacturing defect must be reported within 3 months from the date of purchase.
- This warranty covers only properly installed and maintained floors, according to Novalis installation guidelines and accepted industry practices.
- For products sold as “Do-It-Yourself” products or cash and carry sales no labor costs will be provided as part of this warranty.
- Novalis excludes and will not pay for any **consequential or incidental damages** under this limited warranty.
- Novalis will not pay for the loss of time, inconvenience or other incidental 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 reserves the right of final judgment and may refuse claims in certain instances.
- Novalis reserves the right to modify or withdraw the warranty at any time.

This warranty does not include the following:

- **Installed with obvious manufacturing defects.**
- **Products that have not been properly acclimated according to the Novalis Installation Guidelines.**
- Improper installation or product not installed according to Novalis installation guidelines and accepted industry practices.
- Use of adhesives for installing NovaCore products.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- 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, rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects.
- Cracking, warping, delamination, curling or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, 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.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage from doors.
- Mold and mildew growth caused by excessive moisture in the environment or substrate.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Different from samples or printed material in shade, color or embossing.

No person, representative, employee, or agent not employed by Novalis International, LTD. 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 International toll free at 866-668-2547. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity.