

Brampton Hills

4.5mm Glue Down Luxury Vinyl Plank

Product Warranty

1. General Information

- 1.1. The Manufacturer ("Manufacturer") warrants that, Brampton Hills Glue Down ("Product"), a 4.5mm thick Luxury Vinyl Plank (LVP) floor covering that includes a 0.5mm (20-mil) wear layer, will meet all performance requirements detailed within the Product Technical Data Sheet ("TDS"). All Product documents are available directly from your retailer or via the QR Code on the Product packaging. The Product shall be installed by a professional installer only. This Limited Warranty is not transferable and only applies to the original end-user ("Customer") of the Product.
- 1.2. **The Manufacturer's liability and Customer's exclusive remedy under this Limited Warranty is limited to the replacement or refund of the defective Product and, if defects are not visible and obvious (> 0.5-inch), reasonable labor costs based on the geographical region where the product was installed. This Limited Warranty does not include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost time, furniture removal and/or overtime pay.**
- 1.3. Only one replacement or refund shall be made. A Customer who received a settlement may not make another claim - no additional replacement floors or refund will be supplied. Manufacturer's responsibility to replace defective Product under this Limited Warranty applies only to the affected area of Product so long as a suitable match (as determined and at the sole discretion of Manufacturer) can be supplied.

2. Warranty Terms

- 2.1. **Residential Limited Lifetime Wear Warranty:** When installed, used and maintained as detailed within the Product documents, the Product will not wear-through to the printed film layer under normal use for the lifetime of the floor from date of purchase.
- 2.2. **Residential Limited Lifetime Stain Resistance Warranty:** When installed, used and maintained as detailed within the Product documents, the Product will be resistant to color change or fading from staining, dulling and surface attack from common household chemicals, as defined within the industry standard specification (see TDS), for the lifetime of the floor from date of purchase.
- 2.3. **Residential Limited Lifetime Fade Resistance Warranty:** When installed, used and maintained as detailed within the Product documents, the Product will be resistant to color change and fading from UV/IR rays and heat, as defined within the industry standard specification (see TDS), for the lifetime of the floor from date of purchase.
- 2.4. **Residential Limited Lifetime Structural Warranty:**

When installed, used and maintained as detailed within the Product documents, the Product will be resistant to structural delamination for the lifetime of the floor from date of purchase.

- 2.5. **Heavy Commercial Limited 20-Year Wear Warranty:** When installed, used and maintained as detailed within the Product documents, the Product will not wear-through to the printed film layer under normal use for 20 years from date of purchase.
- 2.6. **Waterproof Warranty:** The Product is waterproof in accordance with the Resilient Floor Covering Institute's White Paper on Waterproof Flooring and will not be materially impaired when exposed to wet or damp cleaning, surface spills and/or tracked in water for the length of the Wear Warranty. This does not include bathing and/or showering kits, units or areas, saunas, steam rooms, or water emergencies.

3. Material Warranty Provisions

- 3.1. The Manufacturer will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, the Manufacturer reserves the right to supply similar floor covering. After corrective action is taken on an existing defect, Limited Warranty coverage will remain in effect for the remaining Warranty Term of the original Limited Warranty.
- 3.2. Alternatively, at the Manufacturer's discretion, a refund of the original cost of the Product shall be used to settle all other valid claims according to the following pro-rated schedule:

Residential Wear Coverage:		Heavy Commercial Wear Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	70%	≤ 5-years:	70%
≤ 10-years:	50%	≤ 10-years:	50%
≤ 20-years:	30%	≤ 15-years:	30%
> 20-years:	10%	≤ 20-years:	10%

4. Labor Warranty Provisions

- 4.1. Alternatively, at the Manufacturer's discretion, a refund of the original cost of the Product shall be used to settle all other valid claims according to the following pro-rated schedule:

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Residential Wear Coverage:		Heavy Commercial Wear Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	60%	≤ 5-years:	60%
≤ 10-years:	40%	≤ 10-years:	40%
≤ 20-years:	20%	≤ 15-years:	20%
> 20-years:	0%	≤ 20-years:	0%

5. Warranty Exclusions

- 5.1. This Limited Warranty does not apply to nor cover nonconformities that are caused by, result from or arise in connection with any of the following conditions:
- 5.1.1. All Product subjected to site conditions, substrate conditions, installation methods, maintenance procedures and/or conditions of use that are not in strict conformity with the associated Technical Data Sheets, Installation Instructions, Maintenance Documents, Technical Bulletins and any other relevant technical documents.
 - 5.1.2. Adhesive performance issues, including but not limited to bond strength, shrinkage, expansion, peaking, ledging, curling, doming and/or the ability of the adhesive to control thermal related dimensional stability of defect free Product. The adhesive performance warranty remains with the adhesive manufacturer.
 - 5.1.3. Residential Product used in commercial applications. For confirmation of suitability, please see the Material Usage Guide.
 - 5.1.4. Installation of Product with unapproved installation materials, methods or tools, including but not limited to the recommended underlayment type, repair products and accessories.
 - 5.1.5. Cracking, warping, delamination, curling, or other phenomena caused by excessive heat sources, such as prolonged direct sunlight, radiators, self-cleaning ovens and high-heat equipment.
 - 5.1.6. Stains from tracked carpet dyes, fertilizers, coal, tar, driveway sealers, oil, permanent markers, or other such contaminants.
 - 5.1.7. Substrate failure, movement or imperfections, including improper flatness, smoothness or damage.
 - 5.1.8. Hazing or finish-related issues caused by grout and/or grout residue when used with the Product.
 - 5.1.9. Heavy static loads (> 1,500 PSI) and heavy point loads, such as foot traffic with stiletto heels, spikes or skates, dropped items, improper floor protectors and furniture feet/rests or floor protection and furniture feet/rests that do not make adequate flat contact with the Product.

- 5.1.10. Heavy rolling loads (> 1,500 PSI) with metal wheels, hard wheels (H-type) or any other wheel types that do not make adequate, flat contact with the Product.
- 5.1.11. Damage caused by mechanical issues, intentional abuse, misuse, negligence, structural damage, seismic activity, flooding, fires, and other emergencies, natural disasters and all other circumstances beyond the reasonable control of the Manufacturer.
- 5.1.12. All resulting health issues or property damage resulting from organic growth resulting from any type of water trapped beneath the floor covering and the latent organic material found within it, which may sponsor organic growth, such as mold, mildew, and fungi.
- 5.1.13. Minor shade, color, gloss, sheen, or embossing texture variations between different lots or printed materials.
- 5.1.14. Excessive wear caused by improper maintenance, dirt, grit, and/or abrasive debris from not using appropriate walk-off mats at all outdoor entrances.
- 5.1.15. Excessive moisture and alkalinity from the subfloor or substrate.
- 5.1.16. Excessive topical water caused by broken or leaking plumbing, structural leaks, sink overflow, flooding, weather conditions and other water emergencies.
- 5.1.17. Installations removed or replaced prior to inspection by an authorized representative.

6. Warranty Claim

- 6.1. If, within the applicable warranty period identified in Section 2, the Customer discovers any problems or defects in the Product that may be covered by this Limited Warranty, the Customer must notify the retailer.
- 6.2. All claims must include a description of the suspected defect, photos, copy of invoice including the SKU and Lot numbers, pre-installation testing reports, and any other related documents including any inspection reports conducted after problems or defects are observed or suspected.
- 6.3. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period has ended.
- 6.4. The Manufacturer or its designated representative shall have the right to examine the Product including the right to test the Product and/or substrate at the installation site, with respect to any Product that is the subject of a warranty claim. Any removal of installed Product prior to such examination will void any and all warranties. Manufacturer may require additional testing or verification of any tests conducted or obtained by the Customer.

7. Warranty Disclaimer

7.1. THE WARRANTIES SET FORTH HEREIN ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, SALES REPRESENTATIVE, DEALER, DISTRIBUTOR, CONTRACTOR, INSTALLER, ARCHITECT OR DESIGNER HAS THE AUTHORITY TO INCREASE OR ALTER Manufacturer'S OBLIGATIONS UNDER THIS WARRANTY. This Limited Warranty does give you specific legal rights; you may also have other rights, which may vary from state to state.

8. Limitation of Liability

- 8.1. The aggregate cumulative total liability of Manufacturer hereunder, whether for breach of warranty or contract, indemnification, tort (including negligence), or otherwise, shall not exceed the original purchase price of the nonconforming Product. Manufacturer assumes no liability for labor costs in the installation or replacement of any Product with visible and obvious (> 0.5-inch) defects. In no event shall Manufacturer be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Product, from breach of any warranty or from any other cause, whether or not Manufacturer has been informed of the possibility of such damages.**