



FIRMFIT FLOORING

COMMERCIAL USE WARRANTY PROGRAM

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1. SCOPE OF APPLICATION

This limited commercial use warranty is offered by us and is Worldwide applicable. This warranty applies to our rigid core vinyl composite flooring, purchased from authorized dealer and installed and used in commercial area. Commercial area is defined as: use in environments (which do not experience heavy commercial traffic) such as those outlined in the application table below. Applications considered "industrial" do not qualify for warranty coverage.



Examples of Business Type Commercial Use	Recommended Application
Med clinic, retirement centers, Doctor’s offices, hospice, assisted living.	All non-required “clean room” areas – Corridors, patient rooms, lobby, waiting rooms, cafeteria, exam rooms, common areas.
Professional offices (i.e. accountants, lawyers, etc.), banks.	Offices, hallways, lobby, reception areas, break rooms, conference rooms.
Boutiques, retail store, art galleries, book-stores, coffee shops, gift shops, jewelry stores, beauty salons, barber shops.	Dressing rooms, entire store.
Apartments, condos, military housing.	Any room in these segments will be suitable, including common areas excluding bathrooms.
Hotel, motel, restaurants.	Guest rooms, lobby, hallways, elevator.
Day-care, school, universities, libraries.	Dorms, common areas, cafeterias, class rooms, auditoriums, libraries (excluding gymnasiums).

<p><b>DEFINITIONS / TO BE COVERED:</b></p> <ul style="list-style-type: none"> <li>▪ “Wear” must be through the wear layer to the degree that the printed pattern is affected or altered.</li> <li>▪ “Fade” must be to the degree that the floor is permanently discolored.</li> <li>▪ “Stain” must be from normal household cleaning agents, chemicals or routine care &amp; maintenance.</li> <li>▪ “Water Damage” covers structural-integrity damage to the flooring itself after water exposure in standard conditions (does not cover flooding).</li> </ul>
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FIRMFIT LIMITED WARRANTY IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

- The floor must be installed properly and according to FIRMFIT installation guidelines.
- The flooring must be used only indoors in a dry, climate controlled area.
- The flooring must be maintained in accordance with FIRMFIT maintenance instructions.
- This limited warranty does not apply to FIRMFIT moldings and trims.
- Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.
- This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, off-goods, factory special, non-standard items and flooring sold “as is”.

## 2. WARRANTIES

### 2.1. WEAR WARRANTY

We warrant to the original purchaser that the wear layer on our flooring:

- Will not wear through the decorative surface. Scratches, indentation or reduction in gloss level is not considered wear.
- Will not fade as a result of direct sunlight or normal indoor lighting.
- In its original manufactured condition, will be free from manufacturing defects. Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

### 2.2. STRUCTURAL WARRANTY

We warrant the original purchaser that our flooring:

- Will not delaminate.
- In its original manufactured condition, will be free from manufacturing defects. Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.
- Will not permanently indent from normal household use.



### 2.3. INSTALLATION OVER A RADIANT-HEATED SUBFLOOR WARRANTY

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and only if all conditions are fulfilled. This radiant-heated subfloor warranty is only applicable when at least the following cumulative requirements are fulfilled:

- Radiant Heat: Radiant heat systems must have a minimum of 1/2" separation from the product.
- In-floor Radiant Heat: flooring can be installed over 1/2" embedded radiant heat using the floating or glue down method.
- Electric heating mats that are not embedded into the subfloor are not recommended for use underneath the flooring. Using electric heating mats that are not embedded and applied directly underneath the flooring could void the warranty in case of failure. It is best to install the product over embedded radiant floor heating systems and adhere to the guidelines listed above.
- The radiant heating system must incorporate electronic temperature controls.
- Heat must be off for 24 hours before, during and 24 hours after installation when installing over radiant heated subfloors.
- Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Concrete moisture vapor emissions should not exceed 8lbs ASTM F1869 or 90%RH (ASTM F2170) with a PH limit of 9.
- Make sure that the temperature in the room is at least 60°F (15°C) during installation.
- Once the installation has been completed, the heating system should be turned on and increased gradually (5 degree increments) until returning to normal operating conditions.
- Floor temperature must not exceed 85°F (30°C).
- Refer to the radiant heat system's manufacturer recommendations for additional guidance.
- Failure to strictly follow adhesive manufacturer's guidelines may result in failure and void the warranty.

### 2.4. MOISTURE / WATERPROOF WARRANTY

We warrant that all FIRMFIT flooring in its original manufactured state to the original purchaser



from the date of purchase, under normal and reasonable use, and the surface, when properly installed, shall be resistant to damage from mopping or normal household spills. When exposed to water tiles/planks are waterproof and will not swell, buckle or lose integrity. In the case of standing water or flooding, FIRMFIT flooring will not act as a waterproofing barrier for the sub floor and/or any surrounding structure. Any damage to the sub floor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.

## 2.5. PET WARRANTY

We warrant that FIRMFIT floor will resist staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for the warranty period. However, accidents should be cleaned up immediately (within 24 hours), as the longer they sit, the more difficult they will be to remove. Any damage to the sub floor and/or surrounding structure caused by pets is not covered by this warranty.

## 3. EXCLUSIONS AND CONDITIONS

### 3.1. GENERAL EXCLUSIONS AND CONDITIONS

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided, such as but not limited to:
  - Installation on an unlevelled subfloor.
  - Installation when there is not sufficient perimeter expansion zone.
  - Outdoor installation.
  - Use of improper adhesives or seam sealers.
  - Loss of gloss or build-up of dulling lm due to lack of maintenance or improper maintenance.
  - Damage resulting from failure to follow floor care instructions as outlined in this warranty.
  - Scuffs, scratches, cuts.
  - Damage or discoloration from carpet dyes, fertilizers, or other chemicals.
  - Staining from use of mats not labeled non-staining.
  - Damage caused by burns, flooding, fires and other accidents.
  - Damaged caused by abuse (i.e. dragging heavy or sharp objects across the



floor without proper protection).

- Damage caused by caster wheels or vacuum cleaner beater bars.
- Failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic. Protectors must be the same diameter of the object and rest at on the floor.
- Construction related damage.
- Damage arising because the flooring is exposed to extreme cold (beneath 0°F/-15°C), extreme heat (above 140°F/60°C).
- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes) to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank or tile.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture.
- Damage caused by spills which are not removed within 24 hours.
- Normal wear and tear of the flooring.
- Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Discoloration or expansion from heat or sunlight. A combination of heat and sunlight can cause most home furnishings fading, discoloration, or thermal expansion.
- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an Act of God/ Force Majeure (for example a natural disaster).
- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to “abrasives” such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective



covering must be laid (must use at least 1/4" hard board) on your floor and gently “walk” the item across it. Carpet or cardboard is not adequate to prevent surface indentation or roller marks from occurring or scratches to the floor.

- Damage of planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by the collections of dirt and moisture at entrances due to the lack of interior and exterior doormats.
- Damage caused by shoes having heel taps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by walking on with spike- or stiletto-heeled shoes.
- Damage caused by non-compliant casters on furniture. Barrel type caster wheels or wide, flat glides are best for protecting the floor. For areas with rolling chairs (e.g. desk area), ensure a protective mat is used under the chair.
- Damage caused by hard narrow furniture rollers. They must be replaced with wide rubber rollers. This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than one square inch (25 square millimeters).
- Any urine, feces, or vomit stains other than pet (domestic cat or dog).

This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, off-goods, factory special, non-standard items and flooring sold “as is”. It is the responsibility of the purchaser and the installer, whether they are professionals or a do-it-yourselfers, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows/discovers, or can reasonably be supposed to know/discover (for example when the defect is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered, or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on



how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair or replace the flooring without our consent will void this warranty.

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights.

No implied warranties extend beyond the term of this written warranty.

#### 4. WHAT YOU SHOULD DO IF ANY OF THE ABOVE ISSUES OCCUR

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable.

In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, molding, underlay, moisture barrier, molding, etc.
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect.
- Provide additional information requested by the factory to understand the root cause of the issue.

#### 5. WHAT WE WILL DO



If we honor a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material or we will refund the price of the flooring. If the flooring was originally installed by a certified professional installer and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labor costs to perform the repair or replacement.

This repair or replacement or refund will be a pro-rated percentage cost of the flooring and labor cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 3 years after purchase on flooring warranted for 15 years, then 80% (12/15) of the flooring cost will be considered.

This warranty is limited to the designs, colors, structures and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value.

We will always try to take into account the wish of the customer.