

# Allure Collection

## 15 Year Limited Commercial Resilient Flooring Warranty

This warranty is subject to the following Terms and Conditions for LEKTRAFLOOR™ Commercial Resilient Flooring products sold by FlorTex USA LLC. Please direct all inquiries pertaining to the warranty document to your sales representative or [sales@LEKTRAFLOOR.com](mailto:sales@LEKTRAFLOOR.com).

LEKTRAFLOOR™ Commercial Resilient Flooring products shall be installed by a professional flooring contractor to validate this warranty. The LEKTRAFLOOR™ warranty covers replacement material costs up to the quantity of materials on the invoice and begins on the date of invoice.

LEKTRAFLOOR™ warrants that its first quality Resilient Flooring materials will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. Upon timely notification and verification of the covered warranty defect, LEKTRAFLOOR™ will authorize replacement up to 100% of the affected quantity of the flooring.

LEKTRAFLOOR™ warrants that the installed product will not wear through to the printed film layer for a period of 15 years. Wear through is defined as any action that effects the wear surface in such a manner that it is sufficiently depleted so that the printed film layer is damaged or affected.

### TERMS AND CONDITIONS

The warranty provided herein is in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. This warranty is subject to the limitations and exclusions set forth in the warranty TERMS AND CONDITIONS. This warranty only applies to first quality resilient flooring products sold through an authorized sales channel. This warranty does not apply to non-commercial installations.

This warranty shall not apply to resilient flooring products which have been improperly stored and or maintained prior to installation. This includes but is not limited to: 1) flooring and accessories having an extended length of storage; 2) flooring and accessories being exposed to temperature extremes or stored in a shipping container, trailer or out building; 3) flooring cartons not stored squarely on top of each other; 4) flooring not stored off the floor on a pallet or rack; 5) flooring cartons stored on its side, end, bent or deformed. Additionally, this warranty does not cover damage arising from any use that is different from the normal, intended use of the resilient flooring product, including, but not limited to the following:

- Installed with obvious or visible manufacturing defects.
- Product not properly acclimated according to the Installation Guidelines.
- Product not installed in accordance with the current published Installation Guidelines and accepted industry practices.
- Product not professionally installed.
- Use of improper adhesives and/or improper trowel notch during installation. Direct workmanship or installation related concerns shall be directed to the flooring contractor.
- Product installed in areas not intended for resilient plank or tile.
- Product not properly maintained in accordance with the current published Maintenance Guidelines and accepted industry practices. Maintenance related concerns could include conditions such as a change in gloss, a dirty appearing or sticky surface from soaps, detergents, finishes, one-step cleaners, wax, disinfectants or other cleaning chemicals that are inappropriate or improperly used.
- Product damage by narrow tipped heels, burns, cuts, scratches, gouges and indentations including damage from improper floor protectors and furniture rests.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats or other mats that can trap and hold moisture.

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- Staining caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by repetitive sunlight or heat exposure.
- Problems or damage due to moisture and/or alkalinity in subfloor; bond release from hydrostatic pressure or excessive moisture caused by topical (flooding, plumbing and appliance leaks and water leakage) or subfloor sources.
- Product damage resulting from installation over unstable (i.e., particleboard, chip wood, pressboard, luan or similar products) or improperly prepared subfloors, wet/cold floor and/or radiant-heated floor that exceeds 85° Fahrenheit in any mode of use.
- Damage and or discoloration caused by thermal heat or ultraviolet heat exposure.
- Product appears different from samples or printed material in shade, color or embossing.
- Product exposure to severe funneled foot traffic and/or heavy rolling loads.

LEKTRAFLOOR™ has no responsibility for any changes, modifications or alterations which might occur once the resilient flooring has departed our custody. This could include the presence of chemical or contaminant that were not part of the product's original specification or any damage or alterations or issues that may occur after departure. LEKTRAFLOOR™ shall not be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Usage attributes like scratching, abrasion, burns or burnishing and other similar properties are not defects and such properties are not warranted.

The purchaser's exclusive remedy for any and all losses or damages resulting from defective resilient flooring product shall be the replacement of the resilient flooring product, as determined by LEKTRAFLOOR™ at its sole discretion. LEKTRAFLOOR™ reserves the right to inspect all flooring materials claimed to have a manufacturing defect and reserves the right to inspect all storage location facilities and installation location facilities involved with the suspect materials.

The selected remedy may take the form of replacement materials or credit toward future purchases. This shall be the purchaser's sole remedy. LEKTRAFLOOR™'s obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from replacement materials.

If replacement is chosen by LEKTRAFLOOR™ as the appropriate remedy, the replacement flooring will be from a current and comparable LEKTRAFLOOR™ resilient flooring product. Warranty coverage is limited to the original purchaser (which includes product purchased through an authorized dealer, distributor or sales agent) and is not transferable.

## **HOW TO INITIATE A WARRANTY CLAIM**

1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable period of time but no later than 14 days after the discovery of the alleged defect giving rise to the claim and within the warranty period. Visual defects must be reported within 90 days of installation to be valid.
2. Submit claim in writing to LEKTRAFLOOR™ at [claims@LEKTRAFLOOR.com](mailto:claims@LEKTRAFLOOR.com) or through a LEKTRAFLOOR™ Customer Service Representative by calling 561.587.5327. To initiate a claim, provide the following:
  - a. The original sales receipt or invoice.
  - b. A detailed description of the concern(s).
  - c. Contact details for each party involved (owner, installer, architect, GC, etc.)
  - d. Clear, focused high resolution digital photos of concern(s) showing the location of the flooring within the facility, a wide view of the area of concern and close-up views of the area(s) of concern.

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- e. A large sample of the flooring with the defect circled or marked on the sample. Unaffected or unused samples may also be requested for claim verification.