

# DWELLSCAPE™

## Luxury Vinyl Tile Warranty

Limited Residential/Limited Commercial Warranty:

This limited residential and limited commercial warranty extends solely to the original purchaser of DwellScape luxury vinyl tile (LVT) products for indoor residential and commercial installations. This warranty applies to all products purchased on or after the date of this warranty.

### WARRANTY

Manufacturing Defects Warranty

#### Pre-Installation

DwellScape warrants that its flooring is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. DwellScape will not be responsible for any claim for flooring product installed with visual defects.

DwellScape warrants to the original owner that our LVT products will be free from defects in material and workmanship for 2 years from the date of invoice, provided they are professionally installed and maintained according to our published installation instructions.

Within the first year, if a manufacturing defect covered by this warranty is reported to DwellScape, we will replace the defective product with comparable material and cover reasonable labor costs.

#### Limited Wear Warranty

DwellScape warrants to the original owner that our LVT products will not wear through to the print decorative layer from normal residential and commercial foot traffic and/or loads for the warranty periods stated below from the date of original invoice.

"Wear" is defined as completely wearing through the LVT's urethane finish and wear layer, provided that the products are receiving regular maintenance.

If a defect covered by this limited wear warranty is reported to DwellScape within the specified period, we will replace the defective product with comparable material and cover reasonable labor costs according to the following schedule: Year 1, 100% defective material and labor costs; Year 2, 100% defective material and 50% of labor costs; Years 3-10, 100% defective material only; Years 11 and beyond, 50% defective material only.

### LIMITATIONS - ITEMS THIS WARRANTY DOES NOT COVER

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER:

1. Installers' workmanship or failure to properly acclimate, prepare, or protect floor covering.
2. Failure to protect the floor covering from scratches or other trades during installation.
3. Minor shading, color, or texture differences between products and samples.
4. Material installed with obvious defects.
5. Damage caused by adhesives other than those recommended by DwellScape.
6. Dissatisfaction or damage due to improper installation.
7. Damage from accidents, scratches, scuffs, indentations, or excessive point loads.
8. Damage from high heels, spike heels, or inappropriate chair casters or glides.
9. Discoloration or damage due to UV light, heat sources, or underlayment panels, use of rubber-backed mat.
10. Discoloration or damage due to cuts, gouges, burns, stains or other damage, deterioration, problems, or loss caused by abuse, neglect, misuse, flood, use on stairs or ramps, or use with athletic equipment.
11. Discoloration or damage due to exposure to highly concentrated, non-water based liquid dyes, such as hair color, iodine, betadine, which can permanently stain the surface of LVT.
12. Telegraphing
13. Damage or irregularities caused by subfloor conditions.
14. "Seconds," sub standards," or "irregulars" sold on an "as-is" basis.
15. Diminished gloss level not defined as wear through.
16. Removal of wear layer due to improper cleaning or maintenance.
17. Damage to product re-installed in a second location.

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## WARRANTY PERIODS

WEAR LAYER	LIMITED WEAR WARRANTY	MANUFACTURING DEFECTS WARRANTY
0.15mm (=6 mil)	10 Years Residential	2 YEARS
0.20mm (=8 mil)	15 Years Residential	
0.3mm (=12 mil)	Limited Lifetime Residential and 10 Years Light Commercial	
0.5mm (=20 mil)	Limited Lifetime Residential and 15 Years Commercial	
0.7mm (=28 mil)	Limited Lifetime Residential and 20 Years Commercial	

## OWNER OBLIGATIONS

1. Ownership is defined as the original purchaser of the floor; original proof of purchase may be required for a claim; this warranty is non-transferrable.
2. The original owner must submit notice of all claims under this warranty to DwellScape within seven (7) days after discovering the alleged defect and within the specified warranty period.
3. Claims must be submitted through the dealer where the purchase was made.
4. DwellScape reserves the right to inspect damaged floor for visual inspection and may request images of the defective flooring. If deemed necessary, all areas must be cleared of equipment, furnishings, and partitions at the owner's expense.

## WARRANTY REMEDIES

1. After receipt of proper written notice of the claim, DwellScape may inspect the LVT with the owner's representative.
2. Subject to the above warranty limitations and owner's obligations, DwellScape may repair or replace the affected LVT or refund the proportional purchase price.
3. Replacement will be made with a comparable product selected by DwellScape. DwellScape's obligation does not include reimbursing for indirect costs or incidental or consequential damages.

## MEDIATION/ARBITRATION

1. Disputes shall be settled through mediation administered in Frisco, Texas, before resorting to arbitration. Any unresolved controversy or claim shall be settled by arbitration administered in Frisco, Texas.
2. Neither party nor the arbitrator(s) may disclose the arbitration results without consent.
3. The arbitrator(s) shall determine the rights and obligations according to the laws of Texas.
4. DwellScape continuously makes advancements to improve product performance and installation techniques. For the most recent installation and care instructions, visit our website.

THE WARRANTY, REMEDY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. DWELLSCAPE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES. NOTE THAT SOME JURISDICTIONS DO NOT PERMIT DISCLAIMERS OF SOME IMPLIED WARRANTIES, SO YOUR RIGHTS MAY BE DIFFERENT THAN STATED HEREIN. DWELLSCAPE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN ANY CASE.