

## AVA MIXED USE PRODUCT WARRANTY

### General Terms:

This warranty document covers products manufactured and applied in a mixed-use building where individual areas will be subjected to different kinds of use and wear situations. Examples of this are apartment and multi-family buildings. Novalis® International reserves the right to classify each installation regarding use according to this published bulletin. This warranty statement does not cover Novalis High Performance Core and Rigid Core products, please refer to the relevant warranty documents for complete information and coverage of those product lines.

### Manufacturing Defect Warranty:

Novalis International warrants that the AVA Collection of solid vinyl planks and tiles 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 for that designated and classified area for a period of time as defined the table below. 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 Periods for AVA Products:

<u>Product</u>	<u>Residential</u>	<u>Light Commercial</u>	<u>Heavy Commercial</u>
STYL	10 years	3 years	N/A
STL 2G Clic	10 years	NA	N/A
DSGN, SNSE, SPRK	Lifetime	10 years	10 Years
DSGN Loose Lay	Lifetime	10 years	10 Years
DSGN 5G Clic	Lifetime	10 years	10 Years (Wear Only)

### Classification of Areas of Use for Wear Warranty:

**Residential Areas** are areas of use defined by limited number of persons occupying the living space. This includes homes, apartments, senior living apartments or suites, condominiums, dormitories, etc. These areas have limited traffic, generally static furniture, lack of rolling loads, heavy use or chemicals.



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**Light Commercial Areas** are areas of use defined as environments with light to moderate foot traffic, light point loads and lack of rolling traffic. Light commercial areas also include those with no heavy chemicals, acids, greases or other such contaminants. Examples are listed at the end of this document but include interior hallways leading to residential units, elevator vestibules, vending areas, small laundry areas.

**Heavy (or Full) Commercial Areas** are areas of use with floors subjected to heavy static and dynamic loads, caster use, heavy point loads and moderate to heavy traffic. Portable furnishings with casters, rests and wheels that concentrate the weight of the appliance/equipment are very damaging to resilient flooring. This does not necessarily include environments with heavy chemicals, acids, greases (including food and cooking) or other such contaminants. Examples are listed at the end of this document but also include main entrance lobby, waste/trash areas, hallways leading to entrances or exits, stairs and landings, storage rooms and multi-use rooms used as communal or party areas.

#### **Wear Warranty Specific 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 - 50%

#### **Installation and labor provisions:**

The costs of professional labor within the approved labor charges put forth by Novalis International, provided that the labor is performed according to AVA Installation Guidelines and standard industry practices. The use of approved, recommended or branded Novalis installation products is required for labor reimbursement. Labor reimbursement will be according to approved and reasonable labor charges and must be submitted to Novalis in writing for validation. Labor must also be provided by a certified professional flooring installer and will be paid according to the following schedule:

- Within the first 2 years – 100% of labor for reinstall
- Within years 3-5 – 50% of labor for reinstall

#### **General Terms**

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

AVA vinyl products when installed in any area, regardless of 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 reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. Novalis International at its discretion will send a company representative and/or a third-party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Novalis warranties cover the cost of material for the period of the warranty as listed below; labor coverage is subject to separate terms outlined in Labor Coverage Terms. Labor will be paid as outlined below.

D.I.Y products, cash and carry sales, closeouts, seconds and other discounted materials and internet sales are not covered under this warranty.

## Warranty Limitations

- This warranty is not transferable and applies only to the original purchaser.
- Manufacturing defect must be reported within 30 days of first notice of defect in installed area.
- This warranty covers only properly installed and maintained floors, according to AVA Installation Guidelines and accepted industry practices and does not cover flooring installed in areas not intended for solid vinyl plank or tile.
- Novalis branded and/or recommended products must be used for installing AVA flooring; use of products not specifically designed for use with solid vinyl flooring will void warranty coverage.
- Novalis will not pay for the loss of time, inconvenience or other consequential or incidental damages or 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 and reserves the right to modify or withdraw the warranty at any time.
- For products sold as "Do-It-Yourself" products, cash and carry sales, internet sales, seconds or off-quality goods no labor costs will be provided as part of this warranty.
- Internet sales, closeouts, items sold as seconds or other off-quality designation are not covered under this warranty.
- **Materials installed with obvious manufacturing defects are not covered.** Visual defects greater than 1cm are considered identifiable. Labor costs will not be covered when materials with visual defects greater than or equal to 1 cm are installed; replacement material only will be provided.
- Damage to the locking mechanism caused by excessive deflection in the substrate, improper underlayments installed underneath the flooring, from improper rolling loads and direct contact from castor wheels, dynamic pressures and loads from electric wheel chairs is not covered.
- Products that have not been properly acclimated according to the AVA Installation Guidelines.
- AVA floating flooring products installed with adhesives.
- 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, heavy rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects. Furniture, appliances and movable fixtures should have a plastic or nylon protector at least 2" in diameter; chair casters / wheels should be a minimum of 2" in diameter and not be metal-type or narrower than 1" in width. Chair mats and protectors shall be used under office chairs including use in residential settings.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects, narrow wheels, metal furniture glides, etc. Non-rubber walk-off mats are to be used at all egress points and shall be of sufficient depth and width to capture grit, dirt and abrasive debris.



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- Damage caused by burns, 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. Non-rubber walk-off mats are to be used at all egress points and shall be of sufficient depth and width to capture grit, dirt and abrasive debris and allow for removal of foreign material before contact with vinyl flooring.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, floors not installed per AVA Installation Instructions, use of adhesives not supplied under the Novalis Brand or incorrect application of adhesives, improper underlayments or underlayments not specifically recommended in writing by Novalis or branded by Novalis, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Performance of AVA products over foam-type, rubber, cork, or other compressible type underlayments, including integrity of the AVA 2G and 5G Clic locking mechanisms. Guarantees of performance should be provided by the manufacturer who states their product is suitable for use with Luxury Vinyl Flooring.
- Problems or damage due to excessive moisture and/or alkalinity in sub floor including discoloration or bond release of the structure of the flooring. Product structural damage from excessive exposure to water caused by flooding, plumbing and appliance leaks, water leakage from doors, windows or roof leaks. Standing water on flooring should be mopped or wet-vacuumed up immediately upon notice of the spill.
- Damage from or growth of mold and mildew caused by excessive moisture in the environment or substrate that has been trapped under the flooring; including flooring installed outdoors or subjected to prolonged water exposure.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F; 80°F for AVA products.
- Hazing or finish related issues caused by grout when used with Novalis groutable tiles.
- Different from samples or printed material in shade, color, glossing or embossing texture.

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.

### **Claim Filing**

To file a claim, contact AVA at 877.861.5292 or [claims\\_support@avaflor.com](mailto:claims_support@avaflor.com). Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling.

## **NOVALIS INTERNATIONAL BRANDED ADHESIVES STATEMENT OF WARRANTY**

NOVALIS INTERNATIONAL flooring installation adhesives are covered by a standard performance warranty, provided that current Novalis International label and Product Data instructions have been followed, and that all substrate preparations, moisture and pH tests, and installation procedures comply with the standards set by Novalis International, applicable ASTM F-710, RFCI and the floor covering manufacturers' guidelines. Testing for concrete substrate moisture is required to be done in accordance with the latest edition of ASTM F2170, as described in the product specifications.

If these procedures and guidelines have been followed, and substrate moisture and pH test results fall into the specified ranges, a performance warranty shall apply and is as follows:

### **NOVALIS INTERNATIONAL LIMITED WARRANTY**

If an installation failure occurs within 1 year from the date of installation as a direct result of the use of defective Novalis International adhesive, Novalis International will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined by Novalis International at its sole discretion. Novalis International specifically excludes any other warranty, express or implied, including merchantability and fitness for particular purpose extending beyond the term of this written warranty and is not liable for any other damages or losses including consequential or incidental damages. The Warranty covers only the adhesive bond and does not include responsibility for effects to the applied floor coverings due to exposure to conditions for which they were not designed.

For this warranty to be valid, Novalis International adhesive products should be used only for their stated purpose, only with products manufactured and branded by Novalis International, LTD., and within one year of their date of manufacture and be applied in accordance with Novalis' application instructions. Any other products used in conjunction with Novalis International products are required to be certified compatible with the Novalis International products.

This warranty does not cover improper installation of the floor covering material or defective floor covering material; installation problems associated with: substrate imperfections; staining due to mold, mildew or bacterial growth, or any other discoloration of the flooring; excessive moisture or pH levels (be sure to perform tests first and take corrective measures before installation); improper maintenance; differences in color between flooring products and samples or photographs; indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors; failure of the flooring to adhere to the substrate due to, for example, moisture, alkaline or hydrostatic pressure from the substrate; or inappropriate end-user activities. Claimant is required to maintain written documentation of substrate moisture and pH testing.

Novalis International will not warranty adhesives on substrates where silicates have been applied or entrained or where adhesive cleaners or removers have been applied. Warranties for defective or dimensionally unstable floor covering, substrates and underlayment are covered elsewhere in this Commercial Warranty 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 AVA at 877.861.5292 or [claims\\_support@avaflor.com](mailto:claims_support@avaflor.com).

Other Conditions and Exclusions Not Covered by this Warranty are:

- Installations on substrates that were not properly tested and prepared as instructed.
- Problems with installations due to the use of silicates or other unapproved sealers or curing additives on the substrate.



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- Installations over substrates where hydrostatic pressure exists, or moisture readings are higher than specified for adhesive product.
- Installations over substrates with a surface pH test above that specified for the adhesive product.
- Failure of claimant to have records of moisture and alkalinity testing taken prior to the installation.
- Installation failures due to outside sources of water, such as where outside grade is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapor retarder under the concrete per ASTM E1745, sprinklers soaking ground at the building foundation, overflow drains not directed away from the foundation, flooding or other natural disasters or weather conditions.
- Installations taken up or replaced prior to inspection by authorized Novalis International personnel.
- Problems with floor covering installations on chemically cleaned substrates, or from the use of improper cleaning methods.
- Failure of leveling or patch compounds of any kind.
- Damage caused by expansion joints or other structural areas.



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### Commercial Area Use Designations:

**LIGHT COMMERCIAL** use includes environments with light to moderate foot traffic, light point loads and lack of rolling traffic. Light commercial areas also include those with no heavy chemicals, acids, greases or other such contaminants. This includes, but is not limited to:

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|--|---------------------------------------|
| Art galleries                          | Jewelry stores                        |
| Banks                                  | Lobby areas (light traffic)           |
| Bookstores                             | Medical Suites (non-sterile/surgical) |
| Boutiques                              | Nursing Home Common Areas             |
| Classrooms                             | Professional offices:                 |
| Clothing stores                        | • Accountants                         |
| Conference Rooms                       | • Lawyers                             |
| Dining (excluding Wet Areas)           | • Physicians                          |
| Elevators (must use correct adhesives) | • Dentists                            |
| Gift shops                             | • Optometrists                        |
| Hospitality rooms                      | Photography studios                   |
| Hotel rooms                            | Vending areas                         |
| Interior entrance ways                 | Waiting rooms                         |

**HEAVY COMMERCIAL** use includes environments with floors subjected to heavy static and dynamic loads, caster use, heavy point loads and moderate to heavy traffic. Portable furnishings with casters, rests and wheels that concentrate the weight of the appliance/equipment are very damaging to resilient flooring. This does not necessarily include environments with heavy chemicals, acids, greases (including food and cooking) or other such contaminants. This includes but is not limited to:

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|---------------------------------|---|
| Airport/Railway/Bus Terminals   | • Operating rooms   |
| Automobile Dealerships          | • Emergency room areas  |
| Computer rooms                  | • Test Labs   |
| Convention areas                | • Scrub areas   |
| Enclosed exterior entrance ways | Locker rooms –not-wet areas   |
| Exercise rooms                  | Laboratories  |
| Factory:                        | Mall common areas   |
| • Assembly areas                | Pro Shops (no spikes)   |
| • Laboratory                    | Ramps/Ramped Corridors  |
| • Packaging areas               | Retail/Warehouse type stores  |
| • Production areas              | Stair cases & landings commercial buildings   |
| • Warehouses                    | Warehouses - areas not subject to heavy loads, forklift and pallet moving equipment |
| Hospitals:                      |   |
| • Patient rooms                 |   |

The above listings are offered as guidelines for use and will be used by Novalis to classify installations for the purposes of this product warranty. If you should have any questions about a particular installation or project, please contact AVA at 877.861.5292 or [sales@avaflor.com](mailto:sales@avaflor.com) for further information.