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AVA SMPL COMMERCIAL PRODUCT WARRANTY

This warranty document covers AVA SMPL High Performance Core (HPC) products by Novalis Innovative Flooring. This document provided coverage when HPC products are applied in a residential or accepted commercial setting.

Acceptable Commercial installations are specified elsewhere in this document. Novalis International reserves the right to classify each installation regarding use according to this published bulletin.

Product Defect and Composition Warranty:

AVA by Novalis warrants that the HPC products will be free from manufacturing defects for a period to match the corresponding Wear Warranty Term, from the date of purchase. If such defect occurs and is verified by Novalis, Novalis will authorize repair or replacement of the affected area of installed flooring. Limitations apply as stated below.

AVA SMPL flooring products are waterproof and will not be damaged or structurally compromised by normal exposure to surface spills and tracked water/moisture for the life of the product. Excessive subfloor moisture is an ideal breeding ground for mold, mildew and fungus which will not harm the AVA SMPL product but will contribute to an unhealthy indoor living environment if left unattended. Limitations apply as stated below.

Wear Warranty:

Novalis International warrants that the AVA SMPL installed product will not wear through to the printed film layer under normal use as follows:

Residential Wear: 12 mil and 20 mil wear layer products are covered for the lifetime of the original purchaser of the flooring from the date of purchase

Commercial Wear: 12 mil and 20 mil wear layer products are covered for a period of 10 years from the date of purchase; designated areas of use as described elsewhere in this document.

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, fading, scratches, scuffs and loss of gloss are considered normal use and are not covered under this warranty.

Novalis polyurethane coatings provide resistance against stains from domestic household pets such as cats and dogs. This applies to feces, urine or vomit introduced to the surface of the flooring by the pet only, human stains are not covered. Scratching and gouging by pets in a deliberate manner are not covered.

Wear Warranty 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.
- 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 3-4 years - 70%
 - Year 5 until the end of specified wear warranty term – 50%



Labor Coverage Terms:

The costs of professional labor will be reimbursed within the approved labor charges put forth by Novalis International, provided that the installation has been performed according to Novalis International Installation guidelines, standard industry practices, and use of approved installation materials including but not limited to proper subfloor materials, Novalis recommended adhesive(s), Novalis recommended underlayment(s) and accessories. 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 / repair
- Within years 3-4 70% of labor for reinstall / repair
- Years 5-6 50% of labor costs for reinstall / repair
- Year 6-10 No labor reimbursement provided

General Terms:

Novalis branded Commercial products when installed in an accepted commercial area, regardless of commercial 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 and reasonable labor costs **only** when and if a professional flooring installer was paid to install the original material. Labor will be paid as outlined below. D.I.Y products, cash and carry sales, closeouts and internet sales are not covered under this warranty.

Warranty Limitations:

- This warranty is not transferable and only applies 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 Novalis installation guidelines, recommended products, and accepted industry practices.
- 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 this warranty at any time.
- Novalis reserves the right to repair any floor, provide replacement materials directly to the consumer or installer, obtain the services of a professional of our choice, and / or to conduct repairs or replace flooring in a manner suitable to our interests if Novalis and the purchaser cannot reach agreement on the cost or manner of the repair or replacement.



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- **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 stored onsite according to the Novalis Installation Guidelines or floors stored and installed in environments that are not properly temperature controlled.
- Use of adhesives for installing any HPC product unless specified for a particular installation by Novalis International in writing.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- Lack of maintenance or improper maintenance; dulled by soaps, vinegar solutions, 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.
- Cracking, warping, delamination, curling or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, 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.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, floors not installed per Novalis Installation Guidelines, use of improper adhesives or incorrect application of adhesives, improper underlayments, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Performance of Novalis products over foam-type, rubber, cork, or other compressible type underlayments, including integrity of the NovaClic locking mechanisms. Guarantees of performance should be provided by the manufacturer who states their product is suitable for use with Luxury Vinyl Flooring. **NOTE: AVA SMPL flooring with attached cork backing shall not be installed over an additional acoustical, foam-type, cork or other compressible type underlayment.**
- 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.



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- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess 80°F.
- Different from samples or printed material in shade, color or embossing.

Designated Commercial Areas of Acceptable Use:

<u>Specialty Retail</u>	Art galleries, jewelry stores, boutiques / clothing stores, gift shops
<u>Medical</u>	Doctor offices & waiting rooms, exam rooms, reception areas (areas where Hill-Rom type beds excluded)
<u>Multi-Use</u>	Living spaces/apartments/hotel rooms, laundry rooms, storage areas, conference rooms, light-use exercise rooms (no free weights or aerobics, must use heavy vinyl mats under equipment)
<u>School / Institution</u>	Meeting & training rooms, offices, common areas, lobbies, storage areas, reception areas
<u>Office / Industrial</u>	Offices, reception areas, storage rooms, conference & training rooms

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.

To file a claim contact your retailer or for other information you may contact AVA toll free at 877-661-5292 or claims_support@avaflor.com to obtain the necessary paperwork. 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. All claim correspondence should be directed to AVA at the above phone number or email address.