

This warranty document covers High Performance Core (HPC) and High Density (Rigid) Core (HDC) products manufactured by AVA. This document provided coverage when HPC/HDC products are applied in a residential or accepted commercial setting. Acceptable Commercial installations are specified elsewhere in this document. AVA reserves the right to classify each installation regarding use according to this published bulletin.

**Product Defect and Composition Warranty:**

AVA warrants that the HPC/HDC 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 AVA, AVA will authorize repair or replacement of the affected area of installed flooring. Limitations apply as stated below.

AVA High Performance Core (HPC) High Density (Rigid) Core (HDC) 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 HDC product but will contribute to an unhealthy indoor living environment if left unattended. Limitations apply as stated below.

**Wear Warranty Periods for AVA Products**

Product	Residential	Light Commercial	Heavy Commercial
Commercial HPC/HDC – 22 Mil Wear Layer <i>FAVE, SMPL, RSRV</i>	Lifetime	15 Years	N/A
Commercial HPC/HDC – 12 Mil Wear Layer <i>FAVE</i>	Lifetime	10 Years	N/A
Residential HPC/HDC – 8 Mil Wear Layer <i>2STYL</i>	12 Years	N/A	N/A

***See the AVA Material Usage Guide technical bulletin for further information on Residential and Commercial Designations.***

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.

AVA AMP coating provides 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:**

AVA will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, AVA reserves the right to select and supply similar AVA 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 AVA, provided that the installation has been performed according to AVA Installation guidelines, standard industry practices, and use of approved installation materials including but not limited to proper subfloor materials, AVA recommended adhesive(s), AVA 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 1-2 years                      100% of labor for reinstall / repair
- Within 3-4 years                      70% of labor for reinstall / repair
- Year 5                                      50% of labor costs for reinstall / repair
- After year 5                              No labor reimbursement provided

### **General Terms:**

AVA 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.

AVA 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. AVA 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.

AVA 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 above. 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 AVA installation instructions, product limitations, maintenance guides, technical bulletins, recommended products, and accepted industry practices and other applicable technical information.
- AVA 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.
- AVA 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 AVA and the purchaser cannot reach agreement on the cost or manner of the repair or replacement.
- 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 kept at the recommended temperatures according to the AVA Installation Guidelines or floors stored and installed in environments that are not properly temperature controlled.
- Use of adhesives for installing any HPC/HDC product unless specified for a particular installation by AVA 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 AVA 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 AVA products over foam-type, rubber, cork, or other compressible type underlayments, including integrity of the locking mechanisms. Guarantees of performance should be provided by the manufacturer who states their product is suitable for use with Luxury Vinyl Flooring. NOTE: HPC/HDC products with attached cork or foam 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.
- 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.

**Slip-Resistance Disclaimer:**

Walking is an enormously complex activity involving many muscles, bones, and nerves, as well as kinesthetic sensory information. Significant factors that directly affect slip resistance properties are; the material type of both shoe sole and floor covering, roughness, and surface structure of floor covering, contaminants, the walker's weight, age, gait, fitness, alertness, and vision. Values of acceptable SCOF (dry) or DCOF (wet) generally used within the flooring industry are published by other parties. While Novalis US, LLC. has independent test results available, it does not purport to address any safety concerns of slip resistance, the accuracy of any test method, safety threshold, or the measuring apparatus (tribometers). Another important factor outside of our control is how the floor covering is maintained, therefore, no warranty for any slip resistance properties can be provided.

***No person, representative, employee, or agent not employed by Novalis Intl., AVA or Lititz Flooring Company 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 877.861.5292. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity.