RSRV® | HDC

Product Warranty

1. General Information

1.1. Novalis ("Manufacturer") warrants that, when used properly and under normal operating conditions, the flooring products described as AVA RSRV HDC Clic ("Product"), a 6.0mm thick Rigid Polymeric Core, High Density Core (HDC) or Stone Plastic Composite (SPC) floor covering that includes a 0.55mm wear layer and a 1.0mm pre-attached IXPE underlayment, will meet all performance requirements detailed within the Product Technical Data Sheet ("TDS"). This Limited Warranty is specific to the Product, which shall be installed, used and maintained in accordance with the Product TDS, Installation Instructions, Maintenance Documents, Technical Bulletins and all other relevant technical documents ("Tech Data"). Technical Product documentation may be obtained from the Product packaging, website, Manufacturer, distributor or original point of sale.

1.2. The Manufacturer's liability and Customer's exclusive remedy under this Limited Warranty is limited to the replacement or refund of Product with defects that are not visible, obvious and/or > 0.5-in. in size, and reasonable labor costs associated with the removal of defective Product and the replacement of new Product, based on the geographical region where the product was installed. This Limited Warranty does not include other costs associated with the removal and/or replacement of defective Product, such as, but not limited to, lost time, furniture removal and/ or overtime pay.

1.3. This Limited Warranty is not transferable and only applies to the original end-user ("Customer") of the Product. This Limited Warranty does not apply to Product that has been sold or resold as "seconds", "mill-run", "off goods", "non-conforming", "as-is", "closeouts" or otherwise denoted as irregular, non-first or non-standard quality.

1.4. Only one replacement or refund shall be made. A Customer who received a settlement may not make another claim - no additional replacement floors or refund will be supplied. Manufacturer's responsibility to replace defective Product under this Limited Warranty applies only to the affected area of Product so long as a suitable match (as determined and at the sole discretion of Manufacturer) can be supplied.

2. Warranty Terms

2.1. Material Warranty: When installed, used and maintained per the Tech Data, the Product will be free from manufacturing defects and will not wear-through to the print film / decor layer for the period stated below:

Residential:	Lifetime of floor from date of purchase
Light Commercial:	15-years from date of purchase

2.2. All warranty claims must be submitted per Section 5 within thirty (30) days of discovery of the problem or defect.

2.3. Product Joint Warranty: When installed, used and maintained per the Tech Data, Product joint openings shall not exceed 0.008-inch (0.2-mm) and joint ledging shall not exceed 0.006-in. (0.15-mm), when measured on either the width or length of the flooring covering according to ASTM F3261. This does not include installations with misaligned locking mechanisms or that are not within straightness and substrate flatness tolerances.

2.4. Waterproof Warranty: The Product is waterproof in accordance with the Resilient Floor Covering Institute's White Paper on Waterproof Flooring and will not be materially impaired when exposed to wet or damp cleaning, surface spills and/or tracked in water for the length of the Material Warranty. This does not include bathing and/or showering kits, units or areas, saunas, steam rooms, or water emergencies.

2.5. Petproof Warranty: The Product surface coating provides scratch and stain resistance (such as feces, urine and/or vomit) from domestic household pets, such as cats and dogs, provided that pet claws are routinely cut and filed for the length of the Material Warranty. This does not include deliberate scratching and gouging by pets.

3. Warranty Remedies

3.1. Material Warranty: For details regarding the residential and commercial designations herein, as well as examples of areas of use, please see the Material Usage Guide.

If a material warranty claim is deemed valid, the Manufacturer shall supply new material of the same color, design, and grade, if available. If unavailable or discontinued, the Manufacturer reserves the right to supply similar floor covering. After corrective action is taken on a warranty claim, warranty coverage will remain in effect for the remaining Warranty Term of the original Limited Warranty.

Alternatively, and at the Manufacturer's discretion, a refund of the original cost of the Product shall be used to settle valid warranty claims according to the following pro-rated schedule:

Residential Wear Coverage:		Light Commercial Wear Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	70%	≤ 5-years:	70%
≤ 10-years:	50%	≤ 7-years:	50%
≤ 20-years:	30%	≤ 10-years:	30%
> 20-years:	10%	≤ 15-years:	10%

3.2. Labor Warranty: If a material warranty claim is deemed valid, the manufacturer shall provide reimbursement for professional labor costs of all valid material warranty claims. All labor costs must be compliant with Section 1.2 and must be submitted to the Manufacturer for approval in accordance with Section 5. Reasonable labor reimbursements shall be issued according to the following pro-rated schedule:

Residential Labor Coverage:		Light Commercial Labor Coverage:	
≤ 1-year:	100%	≤ 1-years:	100%
≤ 5-years:	60%	≤ 5-years:	60%
≤ 10-years:	40%	≤ 7-years:	40%
≤ 20-years:	20%	≤ 10-years:	20%
> 20-years:	0%	≤ 15-years:	0%

4. Warranty Exclusions

This Limited Warranty does not apply to nor cover nonconformities that are caused by, result from or arise in connection with any of the following conditions:

4.1. All Product subjected to site conditions, substrate conditions, installation methods, maintenance procedures, floor protection and/or conditions of use that are not in strict conformity with the Tech Data.

4.2. Installation of Product with unapproved installation materials, methods or tools, including underlayment types and/or thicknesses, substrate repair products, moldings and accessories.

4.3. Normal shade, color, gloss/sheen, or embossing texture variation, including variations between installed flooring and physical flooring samples and/or printed marketing materials.

4.4. Excessive wear, scratches, indentations, gouges and surface damage caused by missing walk-off mats, improper floor protection and/or maintenance, improper furniture feet, castors and/or wheels, dirt, grit, and/or abrasive debris.

4.5. Fading, discoloration, joint failure, cracking, warping, delamination, curling, surface damage or other phenomena caused by excessive heat sources, such as prolonged sunlight and/or UV/IR exposure, heating elements, fixtures or components, self-cleaning ovens and all other high-heat sources or equipment.

4.6. Surface stains, dulling or damage caused by dyes, fertilizers, coal, tar, driveway sealers, oil, permanent markers, rubber backed mats or objects, and all other harsh and/or caustic chemicals and contaminants.

4.7. Heavy point loads, such as stiletto heels, athletic spikes, ice skates, dropped items, improper floor protectors and/or furniture feet, and all other heavy loads that do not make at least 1 sq. in. (1.125 in. diameter) of flat contact with the floor covering.

4.8. Heavy static loads (>250 PSI), such as cabinets, islands, countertops, and all other heavy equipment and/or furniture that does not have independent feet and exceeds the weight limit per sq. in. of flat contact.

4.9. Heavy rolling loads (> 250 PSI), such as electric wheelchairs, hospital beds, pallet jacks and all other heavy rolling loads that exceed the weight limit per sq. in. of flat contact.

4.10. Restriction of the natural expansion and contraction of the flooring by any means.

4.11. Excessive topical water, property damage, organic growth (such as mold, mildew and fungi) and health issues caused by broken or leaking plumbing, structural leaks, sink overflow, flooding, weather conditions, water emergencies and other conditions that lead to water accumulation beneath the floor covering.

4.12. Substrate failure, movement or imperfections, including substrate flatness.

4.13. Issues related to hydrostatic pressure, excessive moisture and alkalinity from the subfloor or substrate, and environmental condensation.

4.14. Damage caused by mechanical issues, intentional abuse, misuse, negligence, structural damage, seismic activity, flooding, fires, and other emergencies, natural disasters or any circumstances beyond the reasonable control of the Manufacturer.

4.15. Installations removed or replaced prior to inspection by an authorized representative.

5. Slip Resistance Warning

Walking is an enormously complex activity involving many muscles, bones and nerves, as well as kinesthetic sensory information. There are several factors that directly affect the surface friction of floor coverings, such as the type, texture and surface structure of floor covering; the presence of surface contaminates; Product maintenance procedures and chemicals; types of shoe soles; the weight, age, gait, fitness level, awareness, and vision of building occupants; and all other circumstances

beyond the reasonable control of the Manufacturer. While there are published requirements for Static Coefficient of Friction (SCOF) within the resilient flooring industry, there are no published requirements for Dynamic Coefficient of Friction (DCOF). Though independent test results are available, they do not purport to address the safety or accuracy of the referenced test methods, thresholds, or tribometers. No warranty for slip resistance properties can be provided.

Note: Walking on a vinyl floor covering in footwear that does not provide adequate traction is not recommended, especially during maintenance or while on stairs.

6. Warranty Claims

6.1. If the Customer discovers a problem or defect in the Product that may be covered by this Limited Warranty within the applicable warranty period in Section 2, the Customer must contact the sales agent, distributor or manufacturer directly and obtain a current warranty claim form to file a claim. All claim forms must include all associated photos, invoices, pre-installation testing reports, and independent post-installation inspection reports. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period has ended.

6.2. Three or more uninstalled pieces of the original Product in the original packaging ("Attic Stock") may be required to verify the validity of product claims. Failure to provide Attic Stock could lead to product claims being declined, especially if unapproved installation materials, including adhesives, underlayments and/or accessories, are used in conjunction with the Product.

6.3. The Manufacturer or its designated representative shall have the right to examine all Product subject to a warranty claim, including the right to test the Product and/or substrate at the installation site. Any removal of the Product installed prior to such examination will void any and all warranties. Manufacturer may require additional testing independent of and in addition to any tests conducted or commissioned by the Customer.

7. Warranty Disclaimer

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, SALES REPRESENTATIVE, DEALER, DISTRIBUTOR, CONTRACTOR, INSTALLER, ARCHITECT OR DESIGNER HAS THE AUTHORITY TO INCREASE OR ALTER MANUFACTURER'S OBLIGATIONS UNDER THIS WARRANTY. THIS LIMITED WARRANTY DOES GIVE YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

8. Limitation of Liability

The aggregate cumulative total liability of Manufacturer hereunder, whether for breach of warranty or contract, indemnification, tort (including negligence), or otherwise, shall not exceed the original purchase price of the nonconforming Product. Manufacturer assumes no liability for labor costs in the installation or replacement of any Product with visible and obvious defects that are > 0.5-inch in size. In no event shall Manufacturer be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Product, from breach of any warranty or from any other cause, whether or not Manufacturer has been informed of the possibility of such damages.