



# TuffCore™ Flooring Warranty

## Who is covered?

- All warranties outlined in this Limited Warranty are given solely to the original retail purchaser (end user) of the product. For the warranty to take effect, the TuffCore flooring must be paid for in full, installed and maintained correctly, and was only used for its intended purpose.
- TuffCore products purchased online from internet retailers are not covered under this warranty, since there is no way to validate the handling, storage, shipping, installation, or sales practices of the source.

## What is covered?

- The limited warranties are subject to the TuffCore flooring product applications, limitations, disclaimers, and exclusions described below and are effective for floors purchased after May 1, 2016. All warranties begin from the date of retail purchase.
- Moldings are not covered under this limited warranty once they are installed.

## Terms of manufacture Warranty ?

- Warranty durations and types will vary depending on the TuffCore flooring products purchased. Please see the specific warranty found on every TuffCore box label for warranty duration. All warranty claims must be received in writing. The term of warranty is based on the receipt date of the completed report. All credits or replacement material will be arranged by the manufacture.
- TuffCore products with 20 mil wear layer have a lifetime structural limited warranty and a 10 year light commercial limited warranty.

### **Residential Use** (lifetime limited warranty)

- \* Year1: Credit of faulty material or replacement material with labor up to maximum labor rate.
- \* Years 2-5: Credit of faulty material or replacement material with 55% of labor up to maximum labor rate.
- \* Years 6-10: Credit of faulty material or replacement material for affected area with no labor credit.
- \* After 10 Years : Replacement material for affected area only with no labor credit.

### **Commercial Use** (10 year limited warranty)

- \* Year1: Credit of faulty material or replacement material with labor up to maximum labor rate.
- \* Years 2-5: Credit of faulty material or replacement material with 55% of labor up to maximum labor rate.
- \* Years 6-10: Credit of faulty material or replacement material for affected area with no labor credit.

- TuffCore products with 12 mil wear layer have a 30 year limited warranty and a 7 year light commercial limited warranty.

### **Residential Use** (30 year limited warranty)

- \* Year1: Credit of faulty material or replacement material with labor up to maximum labor rate.
- \* Years 2-5: Credit of faulty material or replacement material with 55% of labor up to maximum labor rate.
- \* Years 6-8: Credit of faulty material or replacement material for affected area with no labor credit.
- \* After 9 Years : Replacement material for affected area only with no labor credit.

### **Commercial Use** (7 year limited warranty)

- \* Year1: Credit of faulty material or replacement material with labor up to maximum labor rate.
- \* Years 2-4: Credit of faulty material or replacement material with 55% of labor up to maximum labor rate.
- \* Years 5-7: Credit of faulty material or replacement material for affected area with no labor credit.

## Structural

- We warrant to the original retail purchaser that the TuffCore flooring in its original manufactured condition will be free from defects in lamination and assembly for the warranty period.

## Finish

- We warrant to the original retail purchaser that the wear layer on the surface of the TuffCore flooring product will not wear through or separate from the core under approved residential or commercial use when maintained in accordance with the recommended installation and maintenance guidelines for the length of the warranty (ex. 3 year, 25 year, lifetime). "Wear layer" is defined by the total thickness of the top vinyl protective layer, typically 12mil for residential and 20mil for commercial. "Wear through" is defined as a complete loss of this wear layer so that the printed applique is substantially altered or affected and exceeds 2% of the installed area. Gloss reduction, indentation, scratches, and or dull appearance are not considered a product defect or surface wear. The guidelines provided by National Flooring Products in the care and maintenance guide are not intended to be an exclusive list. Please note: specific types of TuffCore with a high gloss finish will tend to show scratches and dents more easily. These types of wear are considered normal.

## Quality Assurance

- The manufacturer warrants the covered TuffCore flooring products will meet our quality standards. You or your installer should carefully inspect the products before installation for any milling, dimensional, or visual defects. Since TuffCore is imitating a natural product, there will be natural variations in color, tone, texture, and graining that are not covered by this warranty. TuffCore flooring color variations or darkening are a natural occurrence and may be due to exposure to sunlight or natural aging. TuffCore samples will not always exactly match the TuffCore flooring received. Inherent variations in grain or color are not considered as manufacturing defects. This pre-installation warranty expires upon installation.

## What are the consumer's responsibilities under this warranty?

- To be covered under the manufacturer warranty you need to retain your original sales slip and all documents related to the TuffCore flooring purchase. The TuffCore flooring must be properly installed in accordance with the installation instructions. The manufacturer strongly advocates the use of licensed, experienced installers for best results. If using a professional TuffCore flooring licensed installer, you may be asked for the name and license number when submitting a claim. **You must also keep your proof of pre-installation moisture test results as we may request this information from you when submitting a claim under this warranty.**
- When you receive the TuffCore flooring products, you must thoroughly inspect all flooring products in each carton ordered **before** permanent installation. The manufacturer is not responsible for any labor or damages incurred by delivery delays, TuffCore product not matching samples, wrong product, dye lot (mismatch), installation, or job site conditions. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins.
- The TuffCore flooring must have always been stored and acclimated properly in the temperature controlled room it was installed in. For example: No long term storage in pool rooms, unheated garages, saunas, sheds, enclosed trailers, or attics.
- The TuffCore products must have been installed in accordance with all manufacturer installation guidelines.
- The installer/owner of the pre-finished TuffCore flooring has the final inspection responsibilities as to the grade, manufacturing, texture, color, graining, dye lot, and factory finish. They must use reasonable selectivity and hold out or cut off pieces with glaring defects, whatever the cause. A minimum 5% of extra material should have been added for waste factor to the actual footage needed as allowance for cutting, waste, and mismanagement.
- Maintenance must be properly performed as needed in accordance with the manufacturer care and maintenance guidelines.

## What is the manufacturer's responsibility under this warranty?

- Should the material be doubtful as to grade, manufacturing, texture, color, graining, dye lot, shipping damage, factory finish, those defective materials shall not be more than 5% of total. If the manufacturing defects exceed 5%, the manufacturer will supply additional material for replacement and cover standard shipping fees to the retailer.
- If any of the covered events occur within the warranty period, the manufacturer will furnish comparable flooring (manufactured by the manufacturer and of similar pricing, specifications, and quality) for either the repair of the defective area or the replacement of the floor material, at manufacturer's sole option. TuffCore floors that were installed correctly will be eligible for labor cost reimbursement up to \$1.75 per square foot of the installed area. If the TuffCore floors were installed incorrectly by a non-licensed installer, the manufacturer assumes no responsibility for any labor cost associated with such repairs or replacement. In the event that we are unable to correct the problem after a reasonable number of attempts or if the replacement or repairs fail in the same manner a second time, we will refund the portion of the purchase price for the section of failed flooring.
- These warranties do not include removal or replacement of cabinets, electrical fixtures, plumbing fixtures, hand rails, transitions, moldings, furniture, or any other fixtures of the job site/home. These are the exclusive remedies under this warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

## What is not covered under this warranty?

- Damage caused by fire, flooding, and other natural disasters.
- Damage caused by negligence, accidents, misuse, abuse, or man made disasters.
- Damage caused by vacuum cleaner beater brush or hard heads (see care and maintenance guidelines).
- Damage caused by appliances, furniture, and casters (see care and maintenance guidelines).
- Damage caused by cutting from sharp objects, tape, adhesive, or burns.
- Damage caused by the use of **NON-APPROVED** cleaning products or methods such as: wax, wood polish, alkaline products, any abrasives, wet or steam mopping, etc.
- Construction or installation related damage. (EX: chips, dents, scratches)
- Reduction in gloss, scratches, or indentation due to sand, pebbles, other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required (see care and maintenance guidelines).

- Color, shade or texture variations between samples, printed color photography, or replacement flooring and the actual material.
- Product warping, buckling, cupping related to any water related occurrence.
- Color variations between flooring and/or samples and other flooring or TuffCore products which you wish to match such as: cabinets, stair railings, or trim.
- Fading or color change due to UV rays from natural sunlight (see care and maintenance guidelines).
- Deficiencies related to sub-floor/floor joist assemblies, sub-floor preparation materials, and fasteners including, but not limited to, uneven sub-floor surfaces, floor deflection, or voids in the sub-floor.
- Noises (squeaking, popping, crackling, etc.) associated with sub-floor movement.
- Naturally occurring TuffCore characteristics such as variations in grain, color, mineral streaks, and knots.

## What is not covered under this warranty? (continued)

- Seasonal gapping caused by natural expansion and contraction resulting in separation between boards, or damage caused by low or excessive humidity.
- TuffCore floors installed in rooms with direct sunlight or external heat sources where the surface temperature of the floor exceeds 135 degrees Fahrenheit
- TuffCore floors installed without an approved moisture retarder on excessively moist substrates with a moisture content above 12% (wood subflooring) are not covered under the warranty. In addition, prior to installation, the installer should make certain that sub-floors are properly inspected for moisture conditions according to the NFWA guidelines. ([www.nwfa.org](http://www.nwfa.org)) All moisture testing must be documented with photos.
- The warranty does not apply if the TuffCore products are installed with **NON-APPROVED** TuffCore floor adhesives. **DO NOT** use any adhesives that contain any water. All bond and moisture related warranties comes solely from the manufacturer of the adhesive and moisture retarders. The TuffCore manufacturer is not liable for bonding or moisture related warranted failures.
- The warranty does not apply if the TuffCore products are installed with **NON-APPROVED** TuffCore underlayment or padding. All padding, vapor barriers, and underlayment must be specifically approved for use under TuffCore and have a density rating at/greater than 25LBS/ft<sup>3</sup>.
- The warranty **DOES NOT** cover TuffCore flooring products installed over in-floor radiant heating systems unless the particular product has been specifically approved and the correct installation method was used for over in-floor radiant heating systems. **The in-floor radiant heating system must meet all requirements specified in the NFP and manufacturer installation guidelines.** Gapping between boards may occur on any TuffCore floor installed over an in-floor radiant heating system and is not considered a defect.
- All TuffCore flooring damage caused by in-floor heating element not embedded in the substrate.
- The warranty does not apply to products designated as "BARGAIN," "CABIN GRADE," "SECONDS," "CLOSE-OUT," "DISCONTINUED" OR "NON-STANDARD." SUCH PRODUCTS ARE SOLD "AS IS."
- Commercial installations, unless otherwise notated pre-installation. Approved commercial installation types are as follows:

**Medical Facility:** Storage Room, Waiting Room, Patient Room, Examination Room

**Retail:** Product Display Area, Boutique, Sales Floor, Showroom, Hair Salon

**Hotels:** Conference/Meeting Rooms, Rooms, Bathrooms

**Offices Buildings:** Office, Conference/Meeting Room, Showroom, Dining Room, Break Room, Hall Ways

**Schools:** Training & Meeting Room, Common Area

- Floors damaged or adhesive breakdown caused by sub-floor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet mopping spills, steam mopping, damage, cleaning agents, or weather conditions.
- Installation defects, including but not limited to, installations made: (i) upon improper acclimation; (ii) in violation of applicable state or local housing or building codes, or (iii) by non-licensed installers, (iv) contrary to written instructions furnished with the product.

## What is excluded from this warranty?

- NO RETAILER, DISTRIBUTOR, MANUFACTURER, EMPLOYEE, OR SALES AGENT REPRESENTATIVE HAS THE AUTHORITY TO ALTER THE OBLIGATIONS, LIMITATIONS, DISCLAIMER, OR EXCLUSIONS UNDER ANY OF OUR WARRANTIES. WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OUR WARRANTIES. MEANING ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. OUR LIMITED WARRANTIES CONSTITUTE THE ONLY EXPRESSED WARRANTIES FOR THE PRODUCT PURCHASED.

- YOUR EXCLUSIVE REMEDY AND MANUFACTURER'S SOLE LIABILITY OF ANY CLAIM, WHETHER IN TORT, CONTRACT, OR BREACH OF WARRANTY, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE APPLICABLE PURCHASE PRICE OF THE DEFECTIVE GOODS AS SPECIFIED HEREIN. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY NEGLIGENCE, SHALL MANUFACTURER HAVE ANY OTHER LIABILITY (INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) OR ANY MONETARY LIABILITY TO YOU IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION.
- FOR CERTAIN PRODUCTS ANY OR ALL DISPUTES ARISING OUT OF MANUFACTURER'S TUFFCORE FLOORING PRODUCTS OR THIS WARRANTY SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, PURSUANT TO THE RULES OF AMERICAN ARBITRATION ASSOCIATION. ANY TRIALS BY JURY ARE EXPRESSLY WAIVED.
- THIS WARRANTY DOES NOT APPLY TO DISCONTINUED ITEMS, CLOSE OUT ITEMS, OR ITEMS SOLD "AS IS." ALL SUCH PRODUCTS ARE SOLD "AS IS" AND SHALL NOT HAVE ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY (EXPRESS OR IMPLIED), WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EXPRESS OR IMPLIED), OR ANY OTHER WARRANTIES REQUIRED BY LAW OR FACT.
- SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

### **What should the consumer do if there is an issue with their TuffCore floor?**

In the event of a claim please contact the retailer where the TuffCore flooring products were purchased. The retailer will fill out all claim forms and notify National Flooring Products. Claims may take up to 90 days to process. A National Flooring Products representative will contact the homeowner to schedule any inspections and repair work if the manufacturer deems the claim warranted.

Please keep all your pre-installation and post-installation receipts including but not limited to your sales receipt, pre-installation moisture test, photos, installer's name, phone number, and license number. Information regarding the claimed defect, date, and proof of purchase must be provided.

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