## PROVENZA MAXCORE LVP WARRANTY COVERAGE

Provenza Floors warrants that its MaxCore LVP Waterproof floors will be free from manufacturing defects and, under normal use and maintenance, will not wear, fade or stain resulting in loss of original pattern and color, and the structural integrity of the flooring itself will not be materially damaged by water exposure from the date of purchase for a period of:

- Lifetime Limited Residential
- 15 Year Limited Commercial

This Limited Warranty only applies provided the flooring covered by this warranty is installed and maintained according to the current Provenza MaxCore LVP Installation and Maintenance Guide.

### Pre-Installation

Provenza Floors warrants that its flooring is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. Provenza Floors will not be responsible for any claim for flooring installed with visual defects.

### Installation

This Limited Warranty covers materials and fair market-value labor if professional installation was paid for when the flooring was originally installed, provided that such flooring is installed according to the Provenza MaxCore LVP Installation & Maintenance Guide. These guidelines are revised periodically and floors must be installed according to the current guidelines at the time of installation. Please check provenzafloors.com for the current Provenza MaxCore LVP Installation & Maintenance Guide.

## Replacement/Repairs

Provenza Floors reserves the right to repair any flooring and/or to use its own source to obtain an installer for replacement flooring. If Provenza Floors repairs or replaces any flooring as a result of a warranty claim, you will be required to clear, at your own expense, any items placed over the affected areas subsequent to the original installation. In the event that Provenza Floors repairs or replaces any flooring covered under this Limited Warranty, this Limited Warranty shall remain in effect with respect to such flooring for a period limited to the remaining eligible duration of the original Limited Warranty.

# Terms of Warranty

If a defect covered by this Limited Warranty is found within the warranty period and reported in writing to the merchant from which the flooring was purchased, Provenza Floors will supply new flooring material of similar color, pattern and quality to replace the defective area. Provenza Floors will also pay fair market-value labor if professional installation was paid for when the flooring was originally installed. Labor costs will not be

covered if professional installation was not paid for when the flooring was originally installed.

In case of questions regarding the terms of this Limited Warranty, contact customer service at (877) 455-7890. Provenza Floors reserves the right to inspect any flooring, request samples, secure photographs or any other information as may be required to ascertain the nature of any claim under this Limited Warranty.

#### **Exclusions**

The following are not covered by this Limited Warranty:

- Damage due to improper job site preparation and/or subfloor conditions, installation or maintenance.
- Damage caused by pet accidents.
- Damage caused by excess moisture in concrete subfloor.
- Damage caused by fire or burns, accidents, intentional abuse, flooding, construction or installation.
- Damage caused by vacuum cleaner beater bar; indentations or damage caused by improper rolling loads, caster wheels, chairs or other furniture without proper floor protectors and cuts from sharp objects.
- Surface scratches or scuffing.
- Changes in color or sheen due to exposure to sunlight or due to use of rubberbacked mats.
- Exterior or non-flooring applications.
- Loss of gloss.
- Minor shading, color or texture differences between samples or printed color photographs or illustrations and delivered product.
- Damage due use of adhesives or tape; exposure to acetone or other harmful chemicals; punctures, cuts, indentations; failure to use protective mats under heavy and/or rolling furniture, including but not limited to, desks, desk chairs, exercise equipment.
- Flooring sold as irregulars or trial grade materials or "as is".
- Product installed in locations subject to heavy static loads, heavy rolling fixtures and/or furniture, including but not limited to, areas of recreational, hospital or rehabilitative activities.
- Product installed in commercial food preparation areas and underneath food preparation tables.
- Improper use of the flooring product to seal an existing floor from moisture. MaxCore LVP is a waterproof floating floor that comes with an attached underlayment pad, but is not intended to act as a moisture barrier.
- This Limited Warranty is void if, prior to installation in commercial and light commercial applications this flooring is not acclimated to room temperature (between 65°F and 85°F) at the job site for a minimum of 24 hours and, if postinstallation (in all applications) such flooring is not continuously maintained at such temperature.
- Only installation techniques described in the Provenza MaxCore LVP Installation
  & Maintenance Guide are warranted.

- Provenza Floors does not warrant Provenza MaxCore LVP installations involving custom cutting, such as 45-degree mitered corners and serpentine edges.
- Loss due to loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or re-installation of the affected material, and any other incidental or consequential damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages so that the above limitations and exclusions may not apply. Your Limited Warranty gives you specific legal rights, and you may have other legal rights, which vary from state to state.

This Limited Warranty is in lieu of any other warranties, expressed or implied.

In the event of litigation, all controversies shall be submitted to the American Arbitration Association. Venue shall be the County of Orange, in the State of California.

Please retain your receipt or obtain it from the original purchaser. Provenza Floors requires the purchase receipt in order to verify date of purchase to help resolve problems or potential claims.

### WARRANTY OWNER

This Limited Warranty applies only to the original purchaser and the original installation site and is not transferable and with respect to the residential warranty, applies only to a resident homeowner.

Claims under this Limited Warranty must be made in writing by the flooring retailer within 90 days of the basis of the claim being detected and fall within the warranty period to the following address:

Provenza Floors Warranty Department, 15541 Mosher Avenue, Tustin CA 92780