

#### PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) STATEMENT OF LIMITED WARRANTY

#### **General Terms:**

This warranty document covers only the PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE), a high density (rigid) core (HDC) floor covering. This document provides coverage when PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) is installed following the installation instructions in a residential or accepted light commercial setting. Acceptable light commercial installations are specified elsewhere in this document. Novalis US, LLC. reserves the right to classify each installation regarding use according to this published bulletin.

PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE), when installed in an accepted, light commercial areas, must be professionally installed by a certified floor covering contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Novalis US, LLC. reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the floor covering prior to this inspection voids this product warranty in its entirety. Novalis US, LLC. 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.

PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) is 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. However, water, trapped beneath any floor covering when combined with organic material (found within the water), may facilitate mold, mildew, and or fungi growth. The limited warranty of this floor covering does not cover any resulting health issues or property damage. Limitations apply as stated below.

#### **Manufacturing Defect Warranty:**

Novalis US, LLC. warrants that PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) floor covering will be free from manufacturing defects for a period of 1-year, from the date of purchase. If such defect occurs and is verified by Novalis US, LLC., Novalis US, LLC. will authorize repair or replacement of the affected area of installed floor covering. Limitations apply as stated below.

## **Wear Warranty Term:**

Novalis US, LLC. warrants that properly installed PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) will not wear through to the printed film layer under normal use as follows:

- Residential Wear: Covered for the lifetime of the original purchaser of the floor covering from the date of purchase.
- Light Commercial Wear: Covered for a period of 5-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.

PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) has a coating, which 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:**

Novalis US, LLC. will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Novalis US, LLC. reserves the right to select and supply similar Novalis US, LLC. 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:

# **Light Commercial Wear** Residential Wear

- Within 1 years 100%
- Within 2 years 100%
- Within 3 years 50%
- Within 10 years 70%
- Within 5 years 30%
- Until 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 US, LLC., provided that the installation has been performed according to Novalis US, LLC. installation instructions, standard industry practices, and use of approved installation materials including but not limited to proper subfloor materials, any Novalis US, LLC. recommended adhesive(s), Novalis US, LLC. recommended underlayment(s) and accessories. Labor must also be provided by a certified professional floor covering installer, and will be paid according to the following schedule:

### **Lighy Commercial Labor**

- Within 1 years 100% of labor for reinstallation or repair
- Within 3 years 50% of labor for reinstallation or repair
- Within 4 years 25% of labor costs for reinstallation or repair
- After 4 years No labor reimbersement provided

#### **Residential Labor**

- Within 2 years 100% of labor for re-install/repair
- Within 10 years 70% of labor for re-install/repair
- Within 15 years 50% of labor for re-install/repair
- After 15 years No labor reimbursement provided

## **Other Guarantees:**

Whether implied or otherwise, any other guarantee is limited to 1-year from the date of purchase for the cost of PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) and only to the original purchaser. This limited warranty is not transferrable, but it does give you specific legal rights; you may also have other rights, which may vary from state to state.

#### **Slip Resistance:**

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, contaminates, 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. Note: Walking on any LVT/LVP in socks or similar is not recommended, especially on stairs.

## **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 a defect in the installed area.
- This warranty covers only properly installed and maintained floors, according to the PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) written instructions, recommended use, and accepted industry practices.

- Novalis US, LLC. 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 floor covering and affected area subsequent to the original installation.
- Novalis US, LLC. 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 US, LLC. and the purchaser cannot reach agreement on the cost or manner of the repair or replacement.
- 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 underlayment installed underneath the flooring, from improper rolling loads and direct contact from castor wheels, dynamic pressures and loads from electric wheelchairs is not covered.
- Products that have not been kept at the recommended temperatures according to the PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) installation instructions or floors stored and/or installed in environments that are not properly temperature controlled.
- Use of adhesives for installing PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) unless specified for a particular installation by Novalis US, LLC. in writing.
- PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) installed in areas not intended for floating, solid vinyl plank.
- 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. Caster chair wheels should be a minimum of 2" in diameter and must 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 floor covering, like self-cleaning ovens.
- 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 or damage, caused by improper installation techniques, floor coverings not installed according to the PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) installation instructions, use of improper adhesives or incorrect application of adhesives, improper underlayment, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Installation of PROCORE™ PRO 5.0-MM (0.3, 1-MM IXPE) over a foam-type, rubber, cork, or any other compressible type of underlayment.
- Problems or damage due to excessive moisture and/or alkalinity in the subfloor, 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 floor covering; including being installed outdoors or subjected to prolonged water exposure.
- Installed over unstable, unsuitable, or improperly prepared subfloors, wet/cold floor and/or radiant-heated floor in excess 85°F.

• Different from samples or printed material in shade, color, or embossing.

Designated Light Commercial Areas of Acceptable Use:

- Specialty Retail Art galleries, jewelry stores, boutiques/clothing stores, gift shops
- · Medical Doctor offices & waiting rooms, exam rooms, reception areas (areas where Hill-Rom type beds excluded)
- Multi-Use 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 the equipment)
- School / Institution Meeting & training rooms, offices, common areas, lobbies, storage areas, reception areas
- Office / Industrial Offices, reception areas, storage rooms, conference & training rooms

To file a claim, contact your supplier or 1-888-509-3438 or claims@novalis-intl.com. The claim documentation must be filled out in its entirety to be assigned a claim number and reviewed for validity. Manufacturing defect must be reported within 30 days of first notice of a defect within the installed area. No person, representative, non-authorized employee, or agent is permitted to modify or change any Novalis US, LLC. limited warranty.

## August 2020