# LIMITED WARRANTY

Effective: February 15, 2019

## ELEMENTAL

#### LVT DRYBACK FLOORING

BY ASPECTA

## **Products & Coverage**

Aspecta North America LLC ("Aspecta N.A.") warrants that its Elemental Dryback LVT flooring 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, for a specified length of time from the date of purchase as set forth in the 'Warranty Coverage/Periods' chart on the right. This Limited Warranty only applies provided the flooring covered by this warranty is installed and maintained according to the Aspecta Dryback LVT Professional Installation Manual.

## **Pre-Installation**

Aspecta N.A. 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. Aspecta N.A. 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, and only if the flooring was installed using a Prevail® adhesive. The use of any other adhesive during installation will void the warranty if problems/issues arise as a result of the use of an adhesive other than a Prevail adhesive. Please refer to the current **Aspecta Dryback LVT Professional Installation Manual** for the type(s) of Prevail adhesive(s) that should be used during installation. All other instructions contained in the current manual must be followed when installing Elemental Dryback LVT flooring, or this warranty will be voided. Please check elementalbyaspecta.com for the current manual.

## **Replacement/Repairs**

Aspecta N.A. reserves the right to repair any flooring and/or to use its own source to obtain an installer for replacement flooring. If Aspecta N.A. 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 Aspecta N.A. 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 for Warranty**

If a defect covered by this Limited Warranty is found within the warranty period and reported in writing to Aspecta N.A., Aspecta N.A. will supply new flooring material of similar color, pattern and quality to replace the defective area. Aspecta N.A. 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 Aspecta Customer Service at 855-400-SPEC. Aspecta N.A. 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:

- Dissatisfaction or damage due to improper installation or maintenance, including use of improper adhesives, cleaning solutions or finishes, subfloor moisture, alkalinity, hydrostatic pressure, unevenness or irregularities. Refer to the Aspecta Dryback LVT Professional Installation Manual for more details.
- Damage caused by fire, burns, abuse, flooding, moisture, mildew, spills, scratches, abrasive scouring pads, scuffing, staining, construction or installation.
- Damage caused by vacuum cleaner beater bar, indentations or damage caused by spiked heeled shoes, improper rolling loads, castor wheels, chairs or other furniture without proper floor protectors and cuts from sharp objects.
- Changes in color or sheen from exposure to sunlight or due to use of rubberbacked mats.
- Exterior applications.
- Loss of gloss.
- Minor shading, color or texture differences between samples or printed color photographs or illustrations and delivered product.

## Warranty Coverage / Periods

#### Manufacturing Defect, Wear, Fade or Stain\*

#### \*DEFINITIONS / To Be Covered:

"Wear" must be through the wear layer to the degree that the printed pattern is affected or altered.

<sup>''</sup>Fade" must be to the degree that the floor is permanently discolored. "Stain" must be from normal household cleaning agents, chemicals or routine care & maintenance.

## Products / Periods of Coverage:

15-Year Residential / 10-Year Commercial

Elemental Dryback LVT Commercial 0.55mm Wear Layer

#### 10-Year Residential / 5-Year Light Commercial\*

Elemental Dryback LVT Residential 0.3mm Wear Layer

\*For light commercial environments such as private offices, common areas in multiunit dwellings, reception areas and public buildings or businesses which are not subject to frequent or harsh traffic.

- This Limited Warranty is void if, prior to installation, this flooring is not acclimated to room temperature (between  $65^{\circ}F 85^{\circ}F / 18^{\circ}C 29^{\circ}C$ ) at the job site for a minimum of 24 to 48 hours and, if post-installation, such flooring is not continuously maintained at such temperature.
- Loss due to loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or reinstallation 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, express or implied. Please keep your receipt or obtain it from the original purchaser. Aspecta N.A. requires the receipt in order to verify date of purchase to help resolve any problems.

## Care & Maintenance

Instructions for the care and maintenance of Elemental Dryback LVT flooring can be found in the **Aspecta Dryback LVT Professional Installation Manual.** The current version of the manual can be found at elementalbyaspecta.com.

Please direct any questions regarding the care and maintenance of Elemental Dryback LVT flooring to Aspecta Customer Service at 855-400-SPEC.

## 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 to the following address:

Warranty Department Aspecta N.A 119 Thomas Street Calhoun, GA 30701



855-400-SPEC (7732) | elementalbyaspecta.com