# COMMERCIAL + RESIDENTIAL WARRANTY

**EFFECTIVE: JANUARY 31, 2021** 

# **PRODUCTS & COVERAGE**

Aspecta North America LLC ("Aspecta N.A.") warrants that its **Aspecta<sup>™</sup> Tilt & Tones** flooring will be free from manufacturing defects and, under normal use and maintenance, will not wear out through the original decorative pattern for 20 years from the date of purchase. This Limited Warranty only applies provided the flooring covered by this warranty is installed and maintained according to the **Aspecta<sup>™</sup> Tilt & Tones Dryback LVT Professional installation manual** and the **Aspecta<sup>™</sup> Tilt & Tones Care and Maintenance**.

## 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

Aspecta N.A. does not warrant flooring installers' workmanship. Installation errors should be addressed to the flooring contractor who installed the Aspecta™ Tilt & Tones flooring. Aspecta™ Tilt & Tones floors should be installed by professional flooring contractors with experience and demonstrated expertise in installing floors of similar size and complexity. This Limited Warranty covers materials and fair market rate installation costs as set forth below, provided that such flooring is installed according to the Aspecta<sup>TM</sup> Tilt & Tones Dryback LVT Professional installation manual and only if the flooring is installed using the recommended Prevail<sup>™</sup> 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 recommended Prevail adhesive. Please refer to the current Guide for the type(s) of Prevail adhesive(s) that should be used for installation. All instructions contained in the current Dryback LVT Professional installation manual must be followed when installing Aspecta™ Tilt & Tones, or this warranty will be voided. This Guide is revised periodically, and floors must be installed according to the current Guide at the time of installation. Please check our website for the current Guide.

#### **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 promptly reported in writing to Aspecta N.A. within a specified time from the date of purchase in accordance with the chart below, 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 a percentage of fair market labor costs in accordance with the chart below. Aspecta N.A. will not pay any labor costs after ten years from the date of purchase.

PERIOD (YEARS)	1	2	3	4	5	6	7	8	9	10	11-20
MATERIAL	100 %	100 %	100 %	100%	100 %	100%	100%	100 %	100 %	100 %	100%
LABOUR	100%	90%	80%	70%	60%	50%	40%	30%	20%	10 %	0%

In case of questions regarding the terms of this Limited Warranty, please contact our Aspecta<sup>™</sup> Customer Service Department 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<sup>™</sup> Tilt & Tones Dryback LVT Professional installation manual for proper installation methods and approved adhesives, and to the Aspecta<sup>™</sup> Tilt & Tones Care and Maintenance for proper maintenance procedures, cleaning solutions and finishes.
- Damage caused by fire, burns, abuse, flooding, moisture, mildew/mould, 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, caster 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.
- This Limited Warranty is void if, prior to installation, this flooring is not acclimated to room temperature (between 65°F - 85°F/18°C - 29°C) at the job site for a minimum of 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 jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so that the above limitations and exclusions may not apply. Your warranty gives you specific legal rights, and you may have other legal rights, which vary from country to country and which are not affected by this warranty.

This warranty is in lieu of any other warranties, expressed 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.

## WARRANTY OWNER

This warranty applies only to the original purchaser of first quality flooring and the original installation site, but may be transferable one-time only upon a change in ownership of the installation site. Any request for transferability of this warranty must be made in writing to Aspecta N.A. by the new owner of the installation site. Aspecta N.A. reserves the right to inspect the installation site upon request for a one-time transfer of this warranty. Transferability of this warranty will be voided if any modification has been made to the flooring by the original owner of the installation site or will be made by the new owner or if the new owner intends to use the space of the installation site for a different purpose. In addition, one-time transferability is available only if the new owner agrees in writing to follow the **Aspecta**<sup>™</sup> **Tilt & Tones Care and Maintenance**. Aspecta N.A. will NOT pay any labor costs with respect to a claim under a warranty that has been transferred.

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

