



LVT LIMITED WARRANTY – Valid in EUROPE and UK

EXCLUSIVE LIMITED WARRANTY

EarthWerks® provides a one (1) year Limited Warranty that the EarthWerks® Luxury Vinyl product is free of any manufacturing defects. If such products are found to be defective, EarthWerks® will supply new EarthWerks® LVT products of the same or similar style, size, color, grade and gauge for replacement of the defective area and will pay reasonable labor cost if it was professionally installed or will repair the defect. Non defective products that were damaged by improper installation would not constitute a valid claim under this Limited Warranty. EarthWerks® reserves the right to inspect any claim and request photographs and/or samples prior to approving such claim.

PRE-INSTALLATION LIMITED WARRANTY

EarthWerks® warrants that this product 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. EarthWerks® will not be responsible for any claim for product installed with visual defects.

WEAR LIMITED WARRANTY

EarthWerks® Luxury Vinyl is protected with a wear layer. EarthWerks® warrants that there will be no wear-through of the wear layer for the amount of years indicated for the specific product from normal traffic or maintenance. “Wear-through” refers to complete loss of the wear layer so that the printed design layer is changed or affected. The term of your specific product Wear Limited Warranty will appear within the specification of each product on the website www.earthwerks.com, as well as the grid below.

- This Limited Warranty only applies provided the recommended installation instructions and maintenance procedures are followed. For complete details on installation and maintenance, see the Information section of the website, www.earthwerks.com, or review the Installation/Maintenance and Limited Warranty brochure/term sheet which is available prior to sale, the terms of which are hereby agreed to have been included in all sales contracts with this product
- If product is found to be defective, EarthWerks® will supply new EarthWerks® LVT products of the same or similar style, size, color, grade and gauge for replacement of the defective area and will pay reasonable labor cost if it was professionally installed or will repair the defect.
- After corrective action is taken on an existing defect, you will continue to receive limited warranty coverage for the remaining period of your original limited warranty.
- Labor must be provided by a certified professional flooring installer, using the guidelines put forth by EarthWerks® in the Installation and Maintenance instructions. The cost of replacement/ repair labor by a professional installer must be approved by the EarthWerks® claims department and will be paid according to the following schedule:
 - First Year at 100%, Second Year at 90% with an applicable percentage of 10% less each year, continuing until the 10th year. No labor will be paid after 10th year.
- Multifamily use of Wear Limited Warranty will be covered for units and common areas under the specific Commercial Warranty associated with the product.

Level	Residential Wear Limited Warranty	Commercial Wear Limited Warranty	Products
Best (0.30 mm wearlayer)	30 Years	20 Years Light commercial	Harmonie Canto LAGOON 2mm Glue Down
Premium (0.50 mm wearlayer or more)	LIFETIME	30 Years Commercial	TEMPO - Combo PRIME Wood Classic PLUS - Wood Classic GWC LAGOON SPC Clic 4.2mm

To obtain a warranty claim form and/or information, you may call our European sales-department +32 87 306850. (Attention: Claims Department). Any claim under this Limited Warranty must include a claim form properly filled out and accompanied by a dated proof of purchase or invoice. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY.

EXCLUSIONS TO LIMITED WARRANTY

- Dissatisfaction due to improper installation or maintenance. For additional information for proper installation and maintenance, please review the information on the product packaging or visit www.earthwerks.com and view "Information" tab.
- For products sold as "Do-It-Yourself" no labor costs will be provided as part of this warranty.
- Damages resulting from misuse or abuse including, but not limited to, scratches, cuts, burns, stains, indentation, improper or insufficient maintenance, use of steam cleaners, and lack of proper floor protector.
- Floor products sold as irregulars or second quality are sold "as is."
- Damages or failure of floor to adhere to subfloor resulting from excessive moisture, alkali and/ or hydrostatic pressure.
- Color variations between samples or printed illustrations and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based polishes or cleaners, or asphalt tracked in from driveways or parking lots.
- Reduction of gloss from use.
- Products sold through unauthorized internet dealers. To confirm authorization, contact EarthWerks® at +32 87306850 or UK free phone: 0800 689 1657.
- Installation over plywood, gypcrete or other similar materials that have not been first sealed with a product expressly approved by EarthWerks® in writing prior to installation.
- Residential or Commercial installation with heavy wheeled vehicle traffic that permanently indents or damages the flooring.

EarthWerks® reserves the right to final judgment regarding claim approval.

This limited warranty is made solely to the original purchaser of EarthWerks® Luxury Vinyl Flooring products and is not transferable under any circumstances. Limited warranty period begins on date of purchase. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of EarthWerks®, or any other person, is authorized to assume for EarthWerks® any additional liability or responsibility in connection with EarthWerks® products. Consequently, agents, employees, distributors, and dealers of EarthWerks® are not authorized to make modifications to this limited warranty, or additional warranties on behalf of EarthWerks®. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by EarthWerks® and should not be relied upon.

IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. **IN ANY CASE, EARTHWERKS® SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF EARTHWERKS® OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Limited Warranty effective on all products sold on or after July 1st, 2015.



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EarthWerks® is a division of Swift-Train Company.

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