



## **Forth Surfaces Inc – LVT - Limited Commercial Warranties**

Forth Surfaces Luxury Vinyl Plank (LVP) products were created with our end user in mind. Our mission is to provide you with quality luxury vinyl flooring that meets your commercial design and performance needs. Our Luxury Vinyl Flooring and Installation Accessories are subject to rigorous manufacturing audits, independent laboratory testing and third-party certifications. Not all warranties apply to all products – refer to the warranty schedule to determine your warranty coverage.

Forth Surfaces offers a variety of products to suit your Luxury Floor Covering needs. A successful installation begins with specifying the appropriate product for the end use. If you have any questions regarding Forth Surfaces products contact Forth Surfaces at 888-933-4746.

The following conditions and definitions apply to all Forth Surfaces Commercial Warranties: These limited prorated warranties extend to the original purchaser from the date of invoice and are non-transferable. All warranties are applicable to the initial installation of Forth Surfaces flooring only. These warranties are applicable to first quality goods and do not apply to discounted products.

**LIMITED WEAR:** Forth Surfaces products are warranted against abrasive wear when installed and maintained in accordance with Forth Surfaces' most recent installation and maintenance guidelines available at [www.ForthSurfacesflooring.com](http://www.ForthSurfacesflooring.com). Wear is defined as removal of the wear layer or pattern from normal foot traffic only. Surface scratches, changes in shading, diminished gloss or sheen or not considered wear through. Indentations from rolling loads or pivot points are specifically excluded.

**LIMITED 2 YEAR MANUFACTURING DEFECT:** Forth Surfaces Luxury Vinyl Flooring is warranted against Manufacturing Defects for a period of 2 years. A manufacturing defect is defined as an exception that occurred during the manufacturing process that was not evident at the time of production.

**LIMITED WATERPROOF:** Select Forth Surfaces products are warranted against damage from topical moisture. Although topical moisture will not compromise the structural integrity of Forth Surfaces LVT; it is not a moisture barrier. Forth Surfaces LVT should not be installed in excessively wet or exterior environments. Plumbing or appliance leaks, casualty events, floods, hydrostatic pressure, or conditions that allow moisture to become trapped underneath the LVT are specifically excluded. Forth Surfaces is not responsible for damage related to excessive moisture, mold, or mildew growth.



**JOINT INTEGRITY:** Select Forth Surfaces products are warranted for joint integrity when installed using Forth Surfaces brand underlayment. Forth Surfaces warrants the joint integrity of select products will not fail when properly engaged during installation when installed in interior environments with continuous year-round climate control.

Joint integrity is defined as the locking mechanism will remain engaged during the service life of the product. Locking mechanisms damaged during installation, or due to heavy rolling loads are excluded. Installation guidelines for substrate, underlayment, expansion space, radiant floor heat and ambient environmental conditions must be strictly adhered to for joint integrity coverage.

**WARRANTY CONDITIONS:** Prior to installation the Contractor and Installer are responsible for insuring installation site conditions are suitable for installation of LVT. Contractor and Installer should inspect LVT for color, quality, and gloss under adequate lighting prior to installation. Installation is considered acceptance. Professional installation costs will not be reimbursed for material installed with obvious defects. Should you have questions regarding the quality prior to installation, contact Forth Surfaces flooring at 888-933-4746.

Forth Surfaces will at its option, repair or replace product that does not meet applicable product standards in the affected area only. There will be no financial reimbursement. If replacement is required, Forth Surfaces will furnish new material from the current product line available at the time of the claim. Only reasonable professional labor costs will be considered for reimbursement. Warranties do not cover labor costs of non-professionally installed floors. Forth Surfaces accepts no responsibility for installer workmanship or site related conditions.

**CARE:** Only pH neutral cleaners specially formulated for use with LVT should be used to clean Forth Surfaces LVT. Do not flood mop Forth Surfaces LVT. Warranties do not cover damage resulting from improper cleaning agents or methods, failure to take appropriate measures to protect flooring. Appropriate care includes regularly scheduled maintenance, the use of non-rubber backed non-staining walk-off mats, clean transition mats at all exterior entrance, the use of window covering during periods of peak or intense sunlight, the use of flat gliders under furnishings, continuous use of HVAC for climate control and the use of chair pads. Forth Surfaces warranties do not cover staining or discoloration from improper cleaning agents, abrasives, corrosives, residues, dyes, asphalt sealers, de-icing agents, substrate or underlayment stains, or other corrosive agents that compromise the wear layer or structural integrity of the flooring.



**WARRANTY EXCLUSIONS:** Damage from moisture intrusion, alkali, mold, mildew, improper installation, improper maintenance, hydrostatic pressure, appliance/plumbing leaks, flooding, weather related, and all other casualty events are specifically excluded. Indentation from improper loading, spike or athletic footwear, narrow heels, furnishings, rolling loads or wheelchairs (motorized or non-motorized) are specifically excluded. This warranty specifically excludes damage due to chemical or industrial products, excessive heat and/or heat generating appliances, sunlight, strong detergents, hair dyes, finishing stains, corrosives, houseplant fertilizers, paint, ink, latex, rubber mats, asphalt sealers, wheeled traffic, adhesives, mold, mildew, alkaline substances, rubber pads, rubber wheels, carpet dyes or similar staining agents.

**DAMAGE & ABUSE:** Forth Surfaces does not warrant against indentation damage caused by excessive point loads from footwear or furnishings. Damage from rolling load, wheelchairs, castor action, appliance or plumbing leaks, flood, fires, failure to protect from excessive heat, high temperature radiant floor heat, pet damage, urine, feces, bodily fluids, cuts, tears, scratches or gouges, failure to protect flooring when moving appliances, furnishing, improperly prepared subfloors, moisture intrusion, subfloor moisture, or intentional abuse are specifically excluded.

**INSTALLATION:** Forth Surfaces does not warrant the installation of resilient flooring installer workmanship. Professional installation is strongly recommended. Claims resulting from installer workmanship, improper installation, improper substrates, lack of permanent moisture remediation, fluctuating underground water table, failure to maintain consistent climate control, or the use of alternative adhesives or sundries are not the responsibility of Forth Surfaces Flooring. If flooring has been determined to be defective only professional installation labor charges are subject to reimbursement.

**TERMS & CONDITIONS:** Warranty coverage for replacement flooring will be limited to the remaining time of the original warranty. Forth Surfaces will not consider any claim on material that is removed prior to site inspection without written authorization by an Forth Surfaces representative or agent. No claim will be considered in which Forth Surfaces or designated agents are denied access for site inspection. If Forth Surfaces replaces material for the initial installation and the replacement LVT fails to perform, Forth Surfaces will consider this to be a site related condition and will not replace the material a second time.

**DISCLAIMER TO WARRANTIES:** TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES (EXPRESSED OR IMPLIED) OTHER THAN OUR LIMITED WARRANTIES ARE DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTY OF



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

These express limited warranties are in lieu of any other expressed or implied warranty. No one (including installers, distributors, retailers, representative, Forth Surfaces employees or agent) is authorized to assume for Forth Surfaces any liability or responsibility with respect to Forth Surfaces flooring or modify the duties, disclaimers, scope, exclusions, or limitations of Forth Surfaces warranties. IN NO EVENT SHALL FORTH SURFACES BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGE OF ANY KIND, NO MATTER THE CAUSE, meaning Forth Surfaces will not pay for or cover any loss, furniture removal, inconvenience, expense or damage other than the flooring itself as resulting from a defect in the flooring.

Replacement of the affected area of flooring with a similar style and color is the full extent of Forth Surfaces' obligation under our limited warranties.

SOME STATES DO NOT ALLOW LIMITATIONS OR DISCLAIMERS AS TO IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.