



### **Hillcrest LVP Warranty**

A Lifetime Limited Residential Warranty and 15 Year Limited Light Commercial Warranty for Hillcrest Luxury Vinyl Plank means:

- Will be free of manufacturing defects
- Will not wear through
- Will not rip or tear from normal household use
- Will not permanently indent from normal household use
- Will not discolor from the bottom-up from the underlayment panels, as well as mold, mildew or alkali

The definition of wear through is the loss of the floor design due to normal household use. It is Xulon's recommendation that homeowners use floor protectors and is a general rule that the heavier an item, the wider the floor protectors must be.

### **Coverage and Length of Coverage**

The light commercial installation applies to areas such as common areas in multi-unit buildings and low traffic retail shops, the product is warranted to be free of any manufacturer defects for 15 years from the date of purchase. Should a defect that is covered by Xulon's warranty be reported in writing within 15 years of the purchase date than Xulon Flooring will supply new material of the same or similar grade sufficient to repair or replace the defective material.

### **Replacement/Repairs**

Should any of the above occur within the warranty periods specified above for each flooring product than Xulon Flooring will supply comparable luxury vinyl plank flooring of similar color, pattern and quality for either the repair of the defective area or the entire replacement of the floor at our option. Should the flooring have been installed professionally then Xulon Flooring will also pay reasonable labor costs for the direct repairs or replacement. Xulon Flooring will replace or repair flooring that has discolored from mold, mildew or alkali only one time so if the replacement or repair fails in the same manner a second time than the flooring conditions may not be acceptable for the installation of vinyl tile or plank.

### **Not Covered by These Warranties**

- Damage caused by fire, flooding or intentional abuse of the product to include damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests.
- Damage caused by vacuum cleaner beater bar, caster wheels and cutting from sharp objects

- During vacuuming, it is recommended that homeowners use the wand attachment on the vacuum
- Rolling casters can damage the floor so it is not recommended to have them
- Loss of gloss/scratching
- Minor color, shade or texture variations between samples or printed color photography and the actual material. It is normal and expected for there to be color variations due to natural components such as exposure to UV light and/or sunlight and age of material.
- Floors that are not graded “regular”.
- Floors that have been installed in other than owner-occupied or tenant-occupied residences (Except products that are noted as warranted light commercial)
- Installation related errors or damage including improper conditioning of job site and flooring materials
- Construction damage after installation
- Floors discolored from moisture or underlayment panels after having been repaired or replaced by Xulon Flooring one time.
- Floors that have been damaged by excessive moisture from sources such as flooring and water leakage
- Installation defects
- Visual defects in the planks after installation as it is the responsibility of the homeowner and installer to inspect the planks for these defects prior to installation. Installation of any visual defective planks is acceptance of the material.
- Gluing down the product
- Damage caused by abuse such as moving appliances across the floor without adequate protection. When moving appliances or heavy furniture, lay plywood panels on the floor and walk the item across it. This will protect the floor from scuffing and tears.

### **Excluded from the Warranties**

- None of Xulon’s retailers, distributors or employees have the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties
- Xulon Flooring excludes and will not be liable for or pay incidental, consequential or special damages under our warranties which means any loss, expense or damage other than to the flooring itself that may result from a defect in the flooring. Xulon’s limited warranties constitute the only express warranties for the product purchased.
- To the extent permitted by law and for all non-consumer product, all warranties other than our limited warranties, express or implied, including any warrant of merchantability or fitness for a specific purpose are disclaimed.
- Any and all implied warranty that arises under state law are limited in duration to the duration of this written warranty to the extent allowed by law to include any warranty of merchantability and fitness for a particular purpose.
- Some jurisdictions do not allow exclusions or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts which means the limitations and exclusions above could not apply to you.
- The warranties give you specific legal rights and homeowners may also have other rights that vary from jurisdiction to jurisdiction.

## **Installation Requirements**

The key roll in the performance of Xulon's floors is in the proper installation of these vinyl planks and the basic guidelines should be followed below:

- Planks should be stored for 48 hours in the room where the installation will occur while keeping the room at a minimum of 65°F during that 48 hours and during installation. After completion of installation, temperatures should never fall below 65°F for the first 48 hours, and not below 65°F after that.
- The temperature of the floor should never exceed 85°F if there are radiant coils in the subfloor to heat the room.
- The subfloor must be level, clean and free of wax, grease, oil or dust.
- Patch or fill any cracks in the subfloor with approved patch or latex underlayment should it be necessary.
- An embossing leveler should be used to smooth any texture or embossing on the old floor.
- Installers should install over smooth, well-bonded resilient floors or dry concrete and wood floors with a plywood overlay.
- The limited product warranty does not cover the installation of the product even though Xulon Flooring will pay reasonable labor costs for covered repair or replacement should be flooring have been installed professionally and the flooring fails for reasons other than installation error.
- Any installation errors are the responsibility of the installer and while installations not performed according to Xulon's requirements does not void the product warranty, damage or problems with the flooring related to improper installation are not covered.

## **Warranty Owner**

Xulon's warranty applies only to Do-It-Yourself installations by the homeowner for their own residential end use or professional installations. Xulon's warranty is not transferable, so it only extends to the original end user. Homeowners must keep their receipt or obtain it from the original purchaser as we will need the flooring receipt to verify date and proof of purchase in order to resolve any problems that may occur. Should the floors have been professionally installed than Xulon Flooring may also require the original receipt for installation labor. Should the homeowner become concerned with their flooring than Xulon Flooring will cover the cost of hiring an independent inspector, but should the inspection report come back and deem that the flooring issues are due to installation error or onsite issue than that inspection fee will be passed back to the dealer/distributor/homeowner.