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## **DESERTLAND FLOORING COMPREHENSIVE RESIDENTIAL WARRANTY PROGRAM**

This document details of coverage and limitations for the following warranties for Desertland flooring planks and tiles

- Lifetime Limited Residential Wear Warranty
- Lifetime Limited Structure Warranty
- Lifetime Limited Waterproof Warranty
- 5 Year Limited Light Commercial Wear Warranty

This Limited Warranty is provided by Desertland Flooring Inc. (Desertland) and begins when the flooring is purchased. Desertland (generic) is a selling brand of Desertland Flooring Inc. The flooring must be installed in accordance with the installation guidelines and specifications. The flooring must be maintained in accordance with the floor care and maintenance recommendations and such maintenance continues throughout the duration of the original installation.

The Limited Warranty is further limited to original purchaser of the flooring. Warranty related claims apply to the original Desertland invoice, or authorized Desertland dealer invoice.

Installation guidelines and specifications along with floor care recommendations can be obtained from your dealer. For additional contact information, please see the bottom of this page.

### **LIFETIME LIMITED RESIDENTIAL WEAR WARRANTY**

The vinyl layer of the floor plank is warranted by Desertland not to wear through under normal use for the life of the product. Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) Dull finish can be corrected with spot or overall recoating care systems. If 100% vinyl layer wear-through is determined to have occurred, Desertland will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of Lifetime Limited Warranties". This warranty is non-transferable and applies only to the original purchaser.

### **LIFETIME LIMITED STRUCTURE WARRANTY**

The floor plank and/or tile is warranted to be free from manufacturing or material defects for the life of the product. Should a defect occur, Desertland will arrange a credit based on the original purchase of the product. Should a problem attributable as a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by this warranty. This warranty is non-transferable and applies only to the original purchaser.

**Lifetime Limited Structure Warranty Coverage:** Upon determination of a valid manufacturing defect, credit will be issued to the dealer and will be good toward the purchase of a replacement. When a defective product is installed, credit applies to material only and does not include labor since it is the responsibility of the installer to determine suitability of material prior to installation. Should a problem attributable to a manufacturing defect develop after flooring is installed, the cost of labor for repair will be covered by the Lifetime Limited Structure Warranty.

### **THE LIMITED LIFETIME RESIDENTIAL WEAR AND LIFETIME LIMITED STRUCTURE WARRANTY DO NOT COVER:**

1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Manufacturer makes no guarantee that Desertland's products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.

4. Noncompliance with installation instructions and maintenance guidelines as recommended by Desertland. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
6. Floor covering installed in inappropriate locations is excluded from this warranty.
7. Gloss reduction or surface scratches are not considered surface wear. Dull finish can be corrected with spot or overall recoating care systems.
8. Damage to floor caused by flooring that is installed using the floating method that subsequently is heated to temperature above 140° F (60° C) or is exposed to temperatures below 32° F (0° C). Flooring exposed to these conditions must be installed using the glue down method in order to maintain warranty coverage.

### **LIFETIME LIMITED WATERPROOF WARRANTY**

Desertland warrants that for the stated warranty period from the date of original purchase, your Desertland product will not swell, cup, or crack due to:

- Normal cleaning practices (see Care and Maintenance document for additional information)
- Moisture due to everyday household spills (see Care and Maintenance document for additional information)
- Moisture from subfloor when exposed to such conditions.

All sources of subfloor moisture should be remedied prior to installation. This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.)

While moisture will not affect the product's integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed).

### **THESE LIMITED WARRANTIES ARE SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The floor must be installed properly and according to Desertland's' installation instructions.
2. The flooring must be used only indoors in a climate controlled area.
  - \* This product is warranted for installation into environments (such as "three season rooms and dwellings") that experience extended periods where the ambient environment is either not controlled or minimally controlled allowing seasonal fluctuations in temperature and relative humidity. That said, for such installations, the product must be acclimated and installed into a controlled environment where temperatures are kept between 55°F degrees and 85°F degrees for a period of 72 hours prior to, during and 72 hours after installation. Failure to comply with these installation parameters will disallow warranty coverage.
3. The flooring must be maintained in accordance with Desertland's maintenance instructions.
4. This limited warranty does not apply to Desertland's moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

### **TERMS OF LIFETIME LIMITED WARRANTIES:**

**Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Desertland (generic) will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.

**Between Year One - Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Desertland (generic) will arrange a credit based on the original purchase of the product or replace the product. Desertland (generic) will pay 50% of reasonable labor costs.

**Between Year Five - Ten:** Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Desertland (generic) will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

**After Ten years:** Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Desertland (generic) will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

## **5 YEAR LIMITED LIGHT COMMERCIAL WARRANTY**

The vinyl layer of the floor plank is warranted by Desertland Flooring, Inc. not to wear through under normal medium commercial use for a period of five (5) years from the date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) Dull finish can be corrected with spot or overall recoating care systems. If 100% vinyl layer wear-through is determined to have occurred, Desertland Flooring will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of 5 Year Commercial Warranty". This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

- **Retail:** Novelty Shops/Boutiques, Product Display Areas, Sales Floors, Showrooms, Hair Salons
- **Medical Offices:** Waiting Rooms, Patient Rooms, Examination Rooms, Storage Rooms
- **Hotels:** Guest Rooms, Conference/Meeting Rooms
- **Offices and Restaurants:** Offices, Conference/Meeting Rooms, Showrooms, Restaurant Floor, Break Rooms
- **Institutional:** Classrooms, Training Rooms, Meeting Rooms, Commons Areas, Residence Halls

This 5 year limited light commercial wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to Desertland Flooring' installation instructions. Proper installation includes, but is not limited to the following:
  - a. If glue is used, glue entire floor with glue that meets or exceeds PVAC dispersion with a viscosity of 8000 +/- 1000 cpc spindle 6/20 at 20 degrees centigrade – density of 1.11 +/- 0.02 g/cm on a dry content of 48 +/- 1% (weight). Upon completion of glued installation, the floor must be allowed to set overnight for 24 hours before resuming normal usage of the room.
2. The flooring must be used only indoors in a dry, climate controlled area.
3. The flooring must be maintained in accordance with Desertland Flooring maintenance instructions.
4. This limited warranty does not apply to Desertland Flooring moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

## **THE 5 YEAR LIGHT COMMERCIAL LIMITED WEAR WARRANTY DOES NOT COVER:**

1. Damage due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Manufacturer makes no guarantee that Desertland Flooring products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
4. Noncompliance with installation instructions and maintenance guidelines as recommended by Desertland Flooring. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation  
as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
6. Floor covering installed in inappropriate locations is excluded from this warranty.
7. Gloss reduction or surface scratches are not considered surface wear. Dull finish can be corrected with spot or overall recoating care systems.

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## **TERMS OF 5 YEAR LIGHT COMMERCIAL LIMITED WEAR WARRANTIES:**

- **Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Desertland Flooring will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One - Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Desertland Flooring will arrange a credit based on the original purchase of the product or replace the product. Desertland Flooring will pay 50% of reasonable labor costs.
- **After Five years:** Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Desertland Flooring will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

## **HOW TO FILE A CLAIM**

If you think that there is a defect in your flooring that is covered by this Desertland warranty, you must notify the Desertland retailer who sold you the flooring. Your retailer will be able to file the claim with Desertland for you. If you are unable to contact your retailer or do not receive satisfaction, write:

Desertland Flooring Inc.  
7633 Paramount Blvd. Pico Rivera, CA 90660  
Tel:(323) 800-6756  
Fax: (562) 205-1860  
[www.desertlandflooring.com](http://www.desertlandflooring.com)  
[imad@desertlandflooring.com](mailto:imad@desertlandflooring.com)

Be sure to include a full description of the problem, photos if available, proof of purchase showing the price paid for the flooring excluding pad and labor.

The DESERTLAND Concierge Team provides information about proper installation and maintenance of your DESERTLAND Flooring. If you have other questions, please feel free to call or email us.

## **HOW TO CONTACT THE DESERTLAND CONCIERGE TEAM**

1. (323) 800-6756, select option 2 twice or [imad@desertlandflooring.com](mailto:imad@desertlandflooring.com)

## **IMPLIED WARRANTIES**

**Please note - The warranty is not transferable. It extends only to the original end-use purchaser. Desertland does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Desertland shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).**

**All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.**