



**RESIDENTIAL USE WARRANTIES**  
**FOR GEMCORE STONE COMPOSITE FLOORING W/ PRE-ATTACHED PAD**  
v082523

**I. Scope of Application**

This Residential Use Warranty is offered by us and is applicable worldwide. This warranty applies to our GemCore™ stone composite flooring products with pre-attached pad, purchased from an authorized dealer and installed and used residentially. Residential use is defined as normal household use.

**II. Warranties**

**a. Wear Warranty**

We warrant to the original purchaser that the wear layer on our flooring:

- Will not wear through the decorative surface. Scratches, indentation or reduction in gloss level is not considered wear.
- Will not fade as a result of direct sunlight or normal indoor lightning.
- In its original manufactured condition, will be free from manufacturing defects.

These warranties start from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled, for as long as the original installation of the flooring is in place.

**b. Structural Warranty**

We warrant the original purchaser that our flooring:

- Will not delaminate.
- In its original manufactured condition, will be free from manufacturing defects.

These warranties start from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled, for as long as the original installation of the flooring is in place.

**c. Warranty for Installation Over a Radiant-Heated Subfloor**

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and only if all conditions are fulfilled. This radiant-heated subfloor warranty is only applicable when at least the following cumulative requirements are fulfilled:

- Radiant Heat: Radiant heat systems must have a minimum of 1/2" separation from the product.
- In-floor Radiant Heat: flooring can be installed over 1/2" embedded



radiant heat using the floating or glue down method.

- Electric heating mats that are not embedded into the subfloor are not recommended for use underneath the flooring. Using electric heating mats that are not embedded and applied directly underneath the flooring could void the warranty in case of failure. It is best to install the product over embedded radiant floor heating systems and adhere to the guidelines listed above.
- The radiant heating system must incorporate electronic temperature controls.
- Heat must be off for 24 hours before, during and 24 hours after installation when installing over radiant heated subfloors.
- Before installing over newly constructed radiant heat systems, operate the system at maximum capacity for at least 14 days to force any residual moisture from the subfloor.
- For concrete or gypcrete subfloors, conduct and document Calcium Chloride Tests per ASTM F1869. Test results must not exceed 2.0 lbs. per 1000 square feet per 24 hours. For wood subfloors, use a pin type meter to document the moisture content of the subfloor. Moisture readings should not exceed 8% in any location.
- Make sure that the temperature in the room is at least 60°F (15°C) during installation.
- Once the installation has been completed, the heating system should be turned on and increased gradually (5 degree increments) until returning to normal operating conditions.
- Floor temperature must not exceed 85°F (30°C).
- Refer to the radiant heat system's manufacturer recommendations for additional guidance.
- Failure to strictly follow adhesive manufacturer's guidelines may result in failure and void the warranty.

#### **d. Moisture Warranty**

We warrant that all vinyl flooring and thermoplastic composite flooring in its original manufactured state to the original purchaser from the date of purchase, under normal and reasonable use, and the surface, when properly installed, shall be resistant to damage from mopping or normal household spills. This means planks will not swell, buckle or lose integrity. The moisture warranty does not cover any structural damage caused by flooding, leaking pipes, household mechanical failures, or appliance leaks. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this warranty.



### III. Exclusions & Conditions

#### a. General Exclusions & Conditions

**The following is NOT covered under this Warranty:**

- Damage arising from not following the product's installation, care, maintenance and use instructions as set forth in this Warranty and the installation instructions provided. Examples of improper installation include but are not limited to: installation on a subfloor that is not flat per required tolerances, or installation without sufficient perimeter expansion space.
- Damage arising because the flooring is exposed to extreme cold (below -22°F/ -30°C) or extreme heat (above 140°F/60°C).
- Damage caused by exposure to excessive moisture (for example, excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Damage caused by spills or liquids remaining on or under the floor longer than 24 hours.
- Normal wear and tear of the flooring, normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Damage arising because the flooring is not used under normal conditions (for example installed in an outdoor area, a solarium, an open porch, or similar area).
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in, for example, the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to sharp objects or abrasives such as pebbles, grit, sand, high heeled shoes, furniture, vacuum cleaner beater bars, hard plastics or metal caster wheels, etc.
- Indentations or damage due to heavy rolling loads.
- Damage caused by the frequent use of wheelchairs or motorized chairs.
- Damage of planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by the collections of dirt and moisture at entrances due to the lack of interior and exterior doormats.
- Damage caused by walking on with spike-or stiletto-heeled shoes and damage caused by shoes having heeltaps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Damage caused by sliding or rolling heavy objects on the floor. A solid protective covering must be laid (must use at least 1/4" hard board) on your floor and gently "walk" the item across it. Carpet or cardboard is not adequate to prevent surface indentation, scratches or roller marks on the floor.



- Damage caused by rolling chairs. In areas with rolling chairs (e.g. desk chairs, conference room chairs, dentists' or doctors' treatment stools/chairs), a protective mat must be used under the chair or stool at all times.
- Damage caused by non-compliant casters on furniture. Barrel-type caster wheels or wide, flat glides are best for protecting the floor.
- Damage caused by hard narrow furniture rollers. Hard narrow rollers must be replaced with wide rubber rollers.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than one square inch. This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold "as is". It is the responsibility of the purchaser and the installer, whether they are professionals or a do-it-yourselfers, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows/discovers, or can reasonably be supposed to know/discover (for example when the defect is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered, or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you. We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair or replace the flooring without our consent will void this warranty.

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights that vary from jurisdiction to jurisdiction. We will always respect these other rights. No implied warranties extend beyond the term of this written warranty.



#### **IV. What you should do if any of the above listed problems occur**

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable. In order to enjoy the warranty, you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, molding, underlay, moisture barrier, molding, etc.
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect. Provide additional information requested by the factory to understand the root cause of the issue.

#### **V. What we will do**

If we honor a claim under this warranty, we will - at our sole discretion - repair or refinish the defective material or we will refund the price of the flooring. If the flooring was originally installed by a certified professional installer and there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labor costs to perform the repair or replacement. This repair or replacement or refund will be a pro-rated percentage cost of the flooring and labor cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 3 years after purchase on flooring warranted for 15 years, then 80% (12/15th) of the flooring cost will be considered.

For Lifetime limited warranty products, the pro-rated warranty will apply for the first 30 years after the date of purchase. After those 30 years and until 50 years, the repair, replacement or refund will be maximum 5% of the original flooring purchase amount.

This warranty is limited to the designs, colors, structures and styles available at the time of repair or replacement. If the original is no longer available, we have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value. We will always try to take into account the wish of the customer.