



LIMITED INTERNATIONAL WARRANTY



EnviroBuild Materials Ltd ("EnviroBuild") warrants to the original purchaser ("Purchaser") that, for the period of twenty five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application, under normal use and service conditions that: Sisû Luxury Vinyl Tile ("Sisû LVT") products shall be free from material defects in workmanship and materials. If a Purchaser discovers a defect in the Sisû LVT product within the warranty period, the Purchaser shall notify EnviroBuild in writing to the following email address: info@envirobuild.com. EnviroBuild reserves the right to request additional information in connection with the warranty claim. If EnviroBuild determines the Purchaser's claim is valid upon confirmation by an authorized EnviroBuild representative of the defect, EnviroBuild's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery). This warranty shall not cover and EnviroBuild shall not be responsible for costs and expenses incurred with respect to the removal of defective Sisû LVT products or the installation of replacement materials, including but not limited to labour and delivery. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

For purposes of this warranty, a 'residential application' shall refer to an installation of the Sisû LVT product on an individual residence, and a 'commercial application' shall refer to any installation of the Sisû LVT product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser's recovery will be prorated as indicated below. If EnviroBuild is providing replacement materials, it may elect to replace the percentage listed below of Sisû LVT products; if EnviroBuild is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Sisû LVT products.

Table with 4 columns: Residential Applications (Time After Original Purchase, Percentage Refunded) and Commercial Applications (Time After Original Purchase, Percentage Refunded). Rows show time intervals from 1-5 years to >25 years with corresponding refund percentages.

Warranty transfer: for residential applications this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Sisû LVT products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Sisû LVT products were originally installed.

EnviroBuild does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of Sisû LVT products and/or failure to abide by EnviroBuild's installation guidelines, including but not limited to improper gapping (for products with a click mechanism, the minimum recommended expansion gap must have been allowed around all fixed items including walls and pipework. These floors must also be fully floated i.e. no items/fixtures/fittings should be permanently fixed either to or through the flooring. Under no circumstances should underlayment be permanently bonded to the subfloor. Refer to EnviroBuild's installation instructions); (2) use of Sisû LVT products beyond normal use and service conditions, or in an application not recommended by EnviroBuild's guidelines and local building codes; (3) movement, distortion, collapse or incorrect preparation of the ground or the subfloor on which Sisû LVT products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains); (5) damage caused by stains, excessive heat (e.g. damage caused by localized 'hot-spots/thermal blocks' when underfloor heating has been installed. Examples include damage caused by rubber-backed rugs or other items which do not allow heat to circulate freely), cuts, scratches/scuffs, and/or other misuse.; (6) improper handling (e.g. modifications, alterations or repair, other than by a professionally trained installer), storage, abuse (e.g. damage caused by indentation and abrasion: e.g. unprotected castor wheels, furniture legs, high and spiked heels) or neglect (e.g. damage to products because of poor maintenance) of Sisû LVT products by Purchaser, the transferee or third parties; (7) any products that have not been paid in full; or (8) ordinary wear and tear, including but limited to reduction in surface gloss and texture due to normal wear and tear; (9) for products with a click mechanism, damage to the click mechanism or associated damage and when used in wet areas such as bathrooms, laundries etc that have a floor waste. NB: These products may be used in bathrooms, etc with a traditional shower stall fitted and no separate floor waste.

No person or entity is authorized by EnviroBuild to make and EnviroBuild shall not be bound by any statement or representation as to the quality or performance of Sisû LVT products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by EnviroBuild and Purchaser.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, ENVIROBUILD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL ENVIROBUILD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND ENVIROBUILD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those rights.