



#### **EXCLUSIVE LIMITED WARRANTY**

EarthWerks provides a one (1) year Limited Warranty that the EarthWerks Luxury Vinyl product is free of any manufacturing defects. If such products are found to be defective, EarthWerks will supply new products of the same or similar style, size, color, grade and gauge for repair or replacement of the defective area and will pay reasonable labor cost if it was professionally installed. Non defective products that were damaged by improper installation would not constitute a valid claim under this Limited Warranty. EarthWerks reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

#### **PRE-INSTALLATION LIMITED WARRANTY**

EarthWerks warrants that this product is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. EarthWerks will not be responsible for any claim for product installed with visual defects.

#### **WEAR LIMITED WARRANTY**

EarthWerks™ Luxury Vinyl is protected with a wear layer. EarthWerks warrants that there will be no wear-through of the wear layer for the amount of years indicated for the specific product. "Wear-through" means complete loss of the wear layer so that the printed layer is changed or affected. The term of your specific product wear Limited Warranty will appear on the website [www.earthwerks.net](http://www.earthwerks.net) in the Limited Warranty section. This Limited Warranty only applies provided the recommended installation and maintenance procedures are followed. For complete details on the EarthWerks Limited Warranty and installation instructions and maintenance recommendations, please refer to the website at [www.earthwerks.net](http://www.earthwerks.net) or review the Installation/Maintenance and Limited Warranty brochure which is available prior to sale, the terms of which are hereby agreed to have been included in all sales contracts for this product.

To obtain a warranty claim form and/or information, you may call 1-800-979-7943 (Attention: Claims Department). Any claim under this Limited Warranty must include a claim form properly filled out accompanied by a dated proof of purchase or invoice. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

#### **EXCLUSIONS TO LIMITED WARRANTY**

- Dissatisfaction due to improper installation or maintenance. For additional information for proper installation and maintenance, please review the information on the product packaging or visit [www.earthwerks.net](http://www.earthwerks.net) and search installation or maintenance.
- Damages resulting from misuse or abuse including, but not limited to, scratches, cuts, burns, stains, indentations, improper or insufficient maintenance, and lack of proper floor protector.
- Floor products sold as irregulars or second quality which is sold "as is".
- Damages or failure of floor to adhere to subfloor resulting from excessive moisture, alkali and / or hydrostatic pressure.
- Color variations between samples or printed illustrations and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent-based polishes or cleaners, or asphalt tracked in from driveways or parking lots.
- Reduction of gloss from use.
- Products sold through unauthorized internet dealers. To confirm authorization, contact EarthWerks at 800-979-7943.
- Installation over plywood, gypcrete or other similar materials that have not been first sealed with a product expressly approved by EarthWerks in writing prior to installation.
- Residential or Commercial installations with heavy wheeled vehicle traffic that permanently indents, or damages the flooring.

This limited warranty is made solely to the original purchaser of EarthWerks™ Luxury Vinyl Flooring products and is not transferable under any circumstances. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of EarthWerks, or any other person, is authorized to assume for EarthWerks any additional liability or responsibility in connection with EarthWerks™ products. Consequently, agents, employees, distributors, and dealers of EarthWerks are not authorized to make modifications to this limited warranty, or additional warranties on behalf of EarthWerks. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by EarthWerks and should not be relied upon. **IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.** SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. **IN ANY CASE, EARTHWERKS SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF EARTHWERKS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**