

# ENGINEERED LUXURY VINYL WARRANTY GUIDE

Beaulieu® recommends that its Engineered Luxury Vinyl Flooring products be professionally installed. If not, no labor costs would be included should there be a valid claim.

<u>WARNING</u>: The owner is responsible for final inspection of the product before installation. If the owner hires a third party to install the product, the owner is responsible for that party's judgment. Prior to installation, please ensure that the product received is the correct style and color as well as to the customer's satisfaction. If there are any doubts, do not install the flooring and contact the retailer. Beaulieu will not be held responsible for any costs relating to the installation of unsatisfactory or incorrect product. Products already installed will be deemed acceptable by the owner or installer and will not be considered for warranty. This warranty is subject to exclusions and limitations.

#### **GENERAL**

This general warranty or parts thereof are subject to exclusions and limitations.

This warranty applies only to the original purchaser, to product in its original installation, is prorated and is not transferable. The original purchaser must keep the original receipt as proof of purchase. If a problem appears which is covered by this warranty, the original purchaser must contact the retailer within thirty (30) days of detecting the issue to describe the problem.

Beaulieu reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If the original product is no longer available, Beaulieu may substitute with a reasonably comparable product. No monetary compensation will be paid if a floor covering of lower price is selected.

Before installing, the product should be laid out, blending the planks/tiles from several boxes to determine optimum appearance. Beaulieu is not responsible for labor costs to replace visibly defective product after installation.

No person other than a Beaulieu claims department representative is authorized to accept or refuse a warranty claim. No person is authorized to waive or modify the terms of this warranty. Beaulieu reserves the right to designate a representative to inspect the flooring and remove samples for analysis prior to accepting or refusing any claim. No repairs, except for urgent ones, may be made until after such inspection or until Beaulieu indicates that such inspection is not required.

#### **INSTALLATION**

This limited warranty covers products and reasonable labor costs (as determined by Beaulieu, at its sole discretion) provided a professional installer was used and paid when the product was originally installed, and provided further that such product was installed in accordance with Beaulieu's installation instructions. These instructions are located inside each box. They can also be obtained by contacting the retailer or by visiting Beaulieu's website at www.beaulieucanada.com.



# **REPLACEMENT AND REPAIRS**

Beaulieu reserves the right to repair any product or use its own installer to replace it. If Beaulieu repairs or replaces a product as a result of a warranty claim, the consumer is required to remove, store and replace all fixtures, furnishings and any items placed over the affected areas subsequent to the original installation. These costs are the consumer's responsibility. Beaulieu recommends that appropriate replacement stock of the product be kept if needed for future repair or replacement.

If a defect covered by this warranty appears during the warranty period, Beaulieu will, at its sole discretion, repair or replace the defective product according to the proration chart found in this document. The replacement product is warranted for the remainder of the original warranty period.

#### WARRANTY COVERAGE

Residential warranties only apply to products intended for installation in non-commercial, owner-occupied, residential premises (single-family homes, condominiums, townhouses, etc.). Residential rental units fall under the commercial warranty only.

Commercial warranties apply to areas that are considered as having light and moderate traffic including private offices, boutiques, bistros, hotel guest rooms, meeting rooms, multi-housing common areas and hallways.

#### 1. MANUFACTURING DEFECTS

Beaulieu warrants to the original purchaser that, if properly installed, the product will remain free of manufacturing defects for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. The product is manufactured according to the floor covering industry's standards and tolerances in quality variation. Beaulieu will replace or repair defective product including reasonable labor costs during the first five (5) years from the date of the original purchase. This warranty is subject to exclusions and limitations.

# 2. WEAR, STAIN AND FADE

Beaulieu warrants to the original purchaser that, if properly installed and maintained, the product will not wear, stain or fade from normal use for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. This warranty is subject to exclusions and limitations.

# **Definitions:**

"Wear" must be through the wear layer to the degree that the printed pattern is altered.

"Fade" must be to the degree that the flooring is permanently discolored.

"Stain" is defined as a permanent change in color of the surface of the product caused by food, beverages, and recommended cleaners as indicated in Beaulieu's care and maintenance guide.



# 3. WATERPROOF

Beaulieu warrants to the original purchaser that, if properly installed and maintained, the product will remain waterproof and its structural integrity will not be significantly diminished by topical exposure to water for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. The product's integrity will not be affected by moisture. However, it is probable that mold or mildew growth can occur when excessive moisture flows over the edge of the flooring surface onto the subfloor or into other surrounding structures/building materials or where there is standing water. The product is not a moisture barrier.

This limited warranty excludes damage from mold and mildew growth due to prolonged exposure to moisture, damage to surrounding structures such as, but not limited to, subfloors, walls, fixtures, furniture, underlayment, trims or subfloor heating systems. This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring including, but not limited to, damage from subfloor hydrostatic pressure or other conditions that result in water or moisture under the floor. This warranty is subject to exclusions and limitations.

#### 4. PETPROOF

Beaulieu warrants to the original purchaser that, if properly installed and maintained, the product will resist staining from pets (domestic dogs or cats) including feces, urine and vomit for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. This limited petproof warranty is defined as a permanent change in color of the surface of the product after proper spot cleaning as outlined in Beaulieu's care and maintenance guide. This warranty is subject to exclusions and limitations.

# 5. NO QUESTIONS ASKED REPLACEMENT

If you are not satisfied with your choice of your floor covering for reasons outside of performance as covered by your warranty, your Beaulieu retailer will replace it with another Beaulieu floor covering of a different style or color of equal or lesser value at no extra cost. Should you wish to replace your floor covering with a higher-priced product within our selection, you may do so by paying the difference. Any increase in cost due to industry price increases will be the consumer's responsibility. No monetary compensation will be paid if a floor covering of lower price is selected. As specified by the product's warranty, the request for a replacement must be made within the designated period. This is a replacement warranty and does not apply to matters covered by other warranties. Any replacement product cannot be the same style and color as the one originally purchased. Replacement quantity must be the same as the one on the original purchase and the replacement request must be processed with a new order. Dimensions of the room where the flooring is installed as well as photos showing the complete installation of the initial flooring and the replacement flooring are required as a proof. This warranty is valid only for original owner-occupied residential installations for the indicated period specified by the retailer, starting from the date of installation. This warranty applies only to the original purchaser of the floor covering that has been professionally installed by a Beaulieu retailer. This is a one-time only replacement and is limited to material only. The replacement warranty is applicable on selected products only. Please refer to your product sample in-store. Some exclusions apply.



#### **EXCLUSIONS**

- Cost of floor covering removal, installation (initial or new), freight of returned goods, delivery, undercushion or underlay, accessories (moldings, baseboards) and any other reinstallation charges of all materials, including, but not limited to, floor covering, walls, plumbing and countertops.
- Goods sold as second quality, irregular or used.
- Installation issues.
- Incomplete installation.
- Stocked inventory or product purchased with a discount are not accepted as replacement.
- Floor covering that has been glued down, subjected to abuse or vandalism, altered or damaged by smoke, fire, flood, wind, lightning, or any disaster.
- Failure to provide proof of installation mentioned above will void the No Questions Asked warranty.

# **LIMITATIONS, TERMS AND CONDITIONS**

For any questions regarding the warranty information, the consumer may contact the retailer. The following limitations, terms and conditions apply to this warranty:

- 1. **Installation.** Failure to follow the provided installation instructions may void the warranty. Damage resulting from improper storage, handling or installation is not covered by this warranty as well as damage resulting from poor or defective workmanship. The products must never be installed outdoors. Cabinets or kitchen islands must not be installed on floating floors.
- 2. Visible defects. Before and during installation, the product must be inspected under sufficient lighting to detect any visible defects. Under no circumstance should defective products be installed. Beaulieu will not be held liable for labor costs related to the removal of these defective products. Any defective product must be put aside, and the retailer must be informed in writing within thirty (30) days, after which no further claim will be accepted. Beaulieu reserves the right to refuse a claim if the percentage of the defective product is less than 5% of total install. Color and gloss variations resulting from adding products to an existing installation are not covered by this warranty.
- 3. Abnormal use. This warranty does not cover products that have been put through abnormal use or conditions or abused in any way. This includes, but is not limited to, damage from falling objects, damage caused by dragging objects or furniture, damage caused by plastic or metal castor wheels from office chairs, neglect, high heel shoes, pebbles or abrasive materials, and improper maintenance. To prevent such damage, any spill should be wiped up immediately, pet's nails should be kept trimmed, floor protectors should be installed under the legs of the furniture, and suitable mats should be used at all entryways.
- 4. **Accidents and natural disasters.** This warranty does not cover any accidental damage to the product or any natural disasters that may damage the flooring. This includes, but is not limited to, damage from fire and smoke, floods, earthquakes, storms, broken pipes or any other plumbing related failures.
- 5. **Climate.** This warranty does not cover damage to the product resulting from exposure to extreme heat or cold nor from extremely humid or dry conditions. Exposure to such conditions will void this warranty.



Temperature levels must be maintained between 65 °F and 85 °F (18.3 °C and 29.4 °C) at all times. Flooring must be protected from direct sunlight exposure. Beaulieu recommends using UV protective film, blinds or curtains in all windows that provide direct sunlight to ensure that the products are not overheated. Floor coverings exposed to excessive heat are subject to thermal expansion which may lead to buckling or peaking. Beaulieu will not be held liable for any claims or damages arising out of or related to the failure of the installation when the flooring is exposed to direct sunlight.

- 6. **Subfloor and underlayment.** Problems resulting from improper subfloors or underlayment may void this warranty. Damages or noise (squeaking) resulting from excessive subfloor deflection, improper joist assembly, irregular subfloor or subfloors with voids are not covered by this warranty. This warranty does not cover damage from water or moisture trapped underneath the floor. Humidity tests on wooden and concrete subfloors must be undertaken before installing the product. The maximum allowable humidity level for a wooden subfloor is 14% using a proper moisture meter. Concrete subfloors shall have a minimum compressive strength of 3500 psi. Moisture vapor emission rate should not exceed 5 lb/1000 sq. ft. (2.27 kg/92.9 sq. m)/24 hours per ASTM F1869. When using the ASTM F2170 test method, the internal relative humidity should not exceed 80%, and the pH level should be between 7 and 9. Only one layer of cushioned underlayment can be installed under engineered luxury vinyl products. Installing an additional layer of underlayment under a product that already has an attached pad will void this warranty.
- 7. **Care and maintenance.** Failure to properly maintain and care for the product may result in voiding this warranty. Cleaning with inappropriate cleaners will void this warranty. The product must never be waxed nor polished. Surface scratches are not covered by this warranty.
- 8. **Second quality and clear-outs.** Only first quality goods are covered by this warranty. Product sold as second quality or as part of a promotion is considered sold "AS IS" and is not covered by this warranty.

Please refer to Beaulieu's website at www.beaulieucanada.com for warranty duration in regards to your specific product.

# PERCENTAGE OF COST REIMBURSEMENT

Unless otherwise noted, all warranties are prorated.

Claim reported	Lifetime Limited	30-year Limited	25-year Limited	15-year Limited	10-year Limited	5-year Limited
	Coverage	Coverage	Coverage	Coverage	Coverage	Coverage
1 <sup>st</sup> to 5 <sup>th</sup> years	100%	100%	100%	100%	100%	100%
6 <sup>th</sup> to 10 <sup>th</sup> years	75%	75%	75%	50%	50%	NA
11 <sup>th</sup> to 15 <sup>th</sup> years	50%	50%	40%	25%	NA	NA
16 <sup>th</sup> to 20 <sup>th</sup> years	35%	25%	20%	NA	NA	NA
21 <sup>st</sup> to 25 <sup>th</sup> years	25%	10%	10%	NA	NA	NA
26 <sup>th</sup> to 30 <sup>th</sup> years	10%	5%	NA	NA	NA	NA
31 <sup>st</sup> and beyond	5%	NA	NA	NA	NA	NA



# LIMITATION OF IMPLIED WARRANTY

The duration of any implied warranty including, without limitation, implied warranties or merchantability or implied warranties of fitness are expressly limited to the duration of the applicable warranty period. Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

BEAULIEU DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT. THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BEAULIEU WILL NOT BE LIABLE TO THE CONSUMER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR USE OF THE ROOM OR SPACE WHERE THE PRODUCT IS INSTALLED) ARISING OUT OF BREACH OF THIS LIMITED WARRANTY. SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE CONSUMER, WHO MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE. THE CONSUMER MUST KEEP THE ORIGINAL RECEIPT AS BEAULIEU REQUIRES IT IN ORDER TO VERIFY DATE OF PURCHASE.

# **Homeowner Obligations**

To maintain warranty coverage and ensure fast and easy warranty service, the homeowner is responsible for the following:

- Keep five (5) planks/tiles of the product after installation for testing purposes.
- Keep and be able to provide the original sales receipt or documentation illustrating proof of purchase and installation date of the product.
- Make sure the flooring is installed according to Beaulieu Installation Instructions.
- Keep a list of cleaners used to maintain the flooring.

#### **FILING A CLAIM**

In the event of a claim, please notify the retailer. Be prepared to describe the specific problem and to include a copy of your invoice. The retailer will then take the necessary steps to ensure the claim is looked after and contact Beaulieu's local representative if necessary. If the retailer cannot be reached or an unsatisfactory reply is given, contact Beaulieu's Help Desk at 1-888-467-5075. To ensure fast and easy service, please refer to the "Homeowner Obligations" section of this document.

Please visit our website at beaulieucanada.com for the most up-to-date version of this document as it may have been revised and updated since this printed version.

Care and Maintenance as well as Installation Instructions can also be found on our website at beaulieucanada.com, or you may contact your retailer.