

Letter of Warranty

Vinyl Flooring

KOVA Limited Warranty

Product Categories: Vinyl Flooring

KOVA warrants that the product category listed above will be free of defects in material and workmanship when properly installed and serviced during normal installation applications per the table below. The warranty start date is measured from the date of installation.

Warranty Period	
Owner-Occupied Single-Family Residential	10-Year Limited Warranty
Multi-Family Residential & Light Commercial	5-Year Limited Warranty

For owner-occupied residential installations, KOVA Products, Inc. warrants its regular (first quality) floor products to be free from manufacturing defects for 10 years; if installed per KOVA Products, Inc. installation instructions.

- Will not wear through (defined as loss of the floor design due to normal household use)
- Will not stain from common household stains; excluding permanent marker, permanent dyes & finishing stains
- Will not contain manufacturing defects
- Will not rip or tear from normal household use

For multi-family and light commercial installations, KOVA Products, Inc. warrants its regular (first quality) floor products are warranted to be free from manufacturing defects and will not wear through the printed image for 5 years; if installed per the KOVA Products, Inc. installation instructions.

WHAT WILL KOVA Products, Inc. DO IF THE ABOVE PERFORMANCE STANDARDS ARE NOT MET?

OWNER-OCCUPIED SINGLE-FAMILY RESIDENTIAL

If any of the above should occur within the specified limited warranty periods for the flooring product, KOVA Products, Inc. will furnish comparable KOVA Products, Inc. flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor, at our option. And, if your floor was professionally installed, KOVA Products, Inc. will also pay reasonable labor costs for the direct repairs or replacement.

If KOVA Products, Inc. honors a claim under this limited warranty, KOVA Products, Inc. will authorize repair or replacement at the pro-rated percentage cost of the material. This percentage is determined by the number of years remaining on the warranty and the length of the warranty.

MULTI-FAMILY RESIDENTIAL & LIGHT COMMERCIAL

Within One Year:

• If a defect covered by this limited warranty is reported to KOVA Products, Inc. in writing within one year of purchase, KOVA Products, Inc. will supply new material of the same or similar grade sufficient to repair or replace the defective material.

Within Two Years:

• If a defect covered by this limited warranty is reported to KOVA Products, Inc. in writing after one year, but within two years of purchase, KOVA Products, Inc. will supply new material of the same or similar grade sufficient to repair or replace the defective material. KOVA Products, Inc. will also pay fifty percent (50%) of the reasonable labor costs. After Two Years: If a defect covered by this limited warranty is reported to KOVA Products, Inc. in writing after two years but within (see applicable Limited Warranty Term Length table) of purchase, KOVA Products, Inc. will supply new material of the same or similar grade sufficient to repair or replace the defective material. KOVA Products, Inc. will not pay labor costs.

If KOVA Products, Inc. authorizes repairs or replacement of a section because of a warranty claim, you will be required to clear any items placed over the affected area after the original installation. KOVA Products, Inc. will not credit or reimburse cost associated with the removal of those items.

KOVA Products, Inc. will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation. Material should be inspected before installation; material with apparent defects should not be installed.

Warranty coverage for a replacement floor will be limited to the remaining portion of the original warranty. Repair or replacement does not extend the original warranty period

WORKMANSHIP

This is a material warranty and does not extend to the installer's workmanship. Workmanship errors should be addressed to the contractor who installed the flooring. Your KOVA Products, Inc. floor should be professionally installed by licensed contractors who have demonstrated expertise in installing flooring products.

THIS IS A LIMITED WARRANTY. THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE WARRANTY:

- Faults or damage caused by installation error, improper maintenance, negligent use or care, adjusting, testing, altering, tampering, careless operation or handling of products that are not in accordance with Your KOVA Products, Inc. instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself – are excluded from this warranty.
 - a. Damage resulting from accidents, casualty events, abuse, or improper usage, which includes but is not limited to damage caused by casters on furniture, (KOVA Products, Inc. does not recommend the use of casters on any flooring without appropriate chair pads), rotating beater bars on vacuum cleaners (we recommend using the vacuum wand attachment), burns, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, etc., as well as, damage resulting from unprotected furniture legs; pet-related damage, such as chewing, digging, clawing, etc.
- 2. Damage due to the use of cleaners not in compliance with cleaning recommendations.
 - Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.
- 3. Normal wear or tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.
 - a. This warranty does not cover temporary marks on the products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household items.
- 4. Damage caused by direct exposure to standing water.
- 5. This warranty does not cover products that the customer, decides they do not like after installation due to color, styles, or other opinions based on personal preference.
- 6. This warranty does not cover cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation voids this warranty.
- 7. Damage caused after delivery, including damages to the finish or home incurred during installation, including but not limited to floors, cabinets, countertops, walls, etc.
- 8. Damage from children, pets, or insects.
- 9. KOVA Products, Inc. is not responsible for damage or injury caused in whole or in part by natural calamities or acts of God, (including but not limited to earthquakes, tornadoes,

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tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants, (including but not limited to salt water or chemicals in storm waters), explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, or accidents.

- 10. Outdoor installation: Unless specifically stated otherwise, KOVA Products, Inc. LVP or LVT is not recommended for outdoor installations, installation on swimming pool or hot tub decks, saunas, steam rooms, recreational vehicles, air- or water-going vessels.
- 11. Labor: This warranty is for material only. KOVA Products, Inc. is not responsible for labor charges including installation, removal, and reinstallation; or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
- 12. Light Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications including multi-family apartment units, schools, professional office buildings, retail, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples include industrial/ manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically caustic environments. If there are questions as to the type of use that is considered "Light Commercial", please contact your KOVA Products, Inc. sales representative before purchase and installation.
- 13. Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are the nature of the material in relation to their environmental exposure and are not covered by this warranty.
- 14. Damage caused by moisture to the surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the structural integrity or dimensional stability of the floor plank or tile.
- 15. Damage caused by appliances or plumbing leaks.
- 16. Flooring that is installed outdoors.
- 17. Damage caused by moving appliances or heavy furniture without protecting the floor. Always protect the floor by using plywood or hardboard runways when moving heavy objects and when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four-wheel carts, etc.
- 18. Damage caused by rolling loads or wheelchairs (motorized and non-motorized).
- 19. This warranty does not cover costs associated with providing the customer tiles to replace original purchase based on expectations in physical appearance (color, shade, and/or

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surface appearance). Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing. Supplied materials may have slight differences in color, shade, and/or surface appearance.

- 20. Floors that are graded "irregular" or sold "as is" without warranty; product sold as other than "first quality."
- 21. Floors that are installed in structures other than owner-occupied or tenant-occupied residences, except products that are noted as warranted commercial or limited commercial.
- 22. Discoloration from moisture or underlayment panels after having been repaired or replaced by KOVA Products, Inc. one time.
- 23. Failure of the floor to adhere to the subfloor due to, for example, moisture, alkaline or hydrostatic pressure from the subfloor.
- 24. Fading, discoloration, or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 81°F (27°C) and be approved by the manufacturer for the use of their product with resilient vinyl flooring applications.
- 25. Discoloration caused using latex or rubber-backed floor mats. Note that some synthetic backed carpets contain latex in the manufacturing process that may discolor your vinyl. Always use mats marked as "nonstaining."
- 26. Discoloration caused by rubber pads, rubber wheels, rubber tires, rubber rollers, automotive tires, etc.
- 27. Flooring installed on stairs or ramps is excluded from warranty coverage.

The cost of repair or replacement under the above, excluded circumstances shall be borne by the customer.

KOVA Products, Inc. reserves the right to alter designs, specifications, and materials without obligation to make similar changes to products previously manufactured. The repair or replacement under warranty is contingent upon the current product offerings, styles, and construction options within the KOVA Products, Inc. products at the time of the warranty claim. If a warranty claim is filed after a KOVA Products, Inc. product becomes obsolete (is no longer in production), KOVA Products, Inc. reserves the right to honor the warranty in one of the following ways:

- To replace the affected component with a new component of the same style
- To replace the affected component and any other components in the installation application to achieve a uniform appearance with a similar and comparable product style of the originally purchased style

If components are replaced, KOVA Products, Inc. cannot guarantee that the finish of these

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replacements will exactly match the finish and appearance of the other components in the installation application. This is due to the changes that occur during the products' natural aging process, affecting its color and/or grain; as well as inherent differences in paint, stain, and dye lots for products produced at different times.

Under no circumstance shall the liability of KOVA Products, Inc. exceed the original purchase price of the warranted product(s).

Replacement product is warranted for the remaining portion of the original product's warranty period. The original warranty period is not extended by repair or replacement activities.

This limited warranty is non-transferable and only applies to the original owner and the original installation location in the United States. Proof of purchase is required for any warranty claim.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

The remedies contained herein are the only remedies available for breach of this warranty. KOVA Products, Inc. shall not be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.

WARRANTY CLAIMS

To submit a warranty claim, please email <u>warranty@kovaproducts.com</u>. Product description, model or part number, serial number, and proof of purchase are required to support any warranty claims.

ACCEPTABLE UNDERLAYMENTS

KOVA Products, Inc. LVT products can be installed directly over most existing floor coverings, except for carpet, laminate, floating floors systems, and cushioned vinyl flooring.

- Wood Underlayment LVP or LVT Can go over virtually any sound wood underlayments/ subfloors. Always fasten underlayment in accordance with the manufacturer's recommendations. Any failure of the underlayment or flooring as a result of the underlayment is NOT the responsibility of KOVA Products, Inc.
- Concrete Moisture levels of concrete slabs before, during and after installation must be 8 lbs. or less per 1,000 square feet per 24 hours using an anhydrous calcium chloride test per ASTM F1869 and pH must be between 5.0 and 9.0; or, if using ASTM F2170 in-situ probes, should be less than 90% RH (relative humidity).
- Installation over Radiant Heated Floors is not recommended. Radiant heated floors must be water-based and approved by the manufacturer for the use of their product with resilient vinyl flooring applications. The subfloor temperature should not exceed 81°F (27°C), and the system should be turned off 24 hours before and after installation. Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the Luxury Vinyl flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.

CARE INSTRUCTIONS

To keep the lasting shine and fresh feel of your investment for as long as possible, we recommend that you:

DO

- Wipe up spills as soon as possible. Never use highly abrasive scrubbing tools on any resilient floor.
- Wash occasionally with a resilient floor cleaner.

DON'T

- Use detergents, abrasive cleaners, or "mop and shine" products they may leave a dull film on your floor.
- Use paste wax or solvent-based polishes.
- Use rolling casters as they can damage the floor.
- Use a beater bar when vacuuming because it can visibly damage the floor surface.
- Use highly abrasive scrubbing tools.

PROACTIVE PROTECTION FOR YOUR FLOOR

When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears.

- Use floor protectors on furniture to reduce indentation. As a rule, the heavier the item, the wider the floor protector needed.
- Place a walk-off mat at outside entrances to reduce the amount of dirt brought into your home. We do not recommend the use of rubber- or latex-backed mats (except where noted) because they can permanently stain your floor. We suggest a non-staining vinylbacked mat or a woven rug that is colorfast.

IMMEDIATELY AFTER INSTALLATION

- Maintain a minimum room temperature between 65°F and 85°F for 48 hours before, during and after installation is completed, then maintain temperatures between 55°F (13°C) and 85°F (29°C) thereafter.
- We recommend that you do not scrub or wash your floor for five days.