

# NUVELLE LUXURY VINYL FLOORING PRODUCT WARRANTIES

NUVELLE warrants its floor products to be free from manufacturing defects for a specified length of time from the date of purchase as set forth below

Collection	Limited Residential Warranty	Limited Commercial Warranty	Limited Defect Free Warranty
Tahoe	15 year pro-rated wear-through	5 year pro-rated wear-through	1 year
Blue Ridge	50 year pro-rated wear-through	10 year pro-rated wear-through	1 year

## EXCLUSIVE LIMITED WARRANTY

Nuvelle provides a one (1) year Limited Warranty that the Nuvelle Luxury Vinyl product is free of any manufacturing defects. If such products are found to be defective, Nuvelle 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. Nuvelle reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.

## WEAR LIMITED WARRANTY

Nuvelle™ Luxury Vinyl is protected with a wear layer. Nuvelle 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. This Limited Warranty only applies provided the recommended installation and maintenance procedures are followed. For complete details on the Nuvelle installation instructions and maintenance recommendations, please contact your retailer.

### Terms of wear-through limited warranty

**Within One Year**— If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing within one year of purchase, Nuvelle will supply new flooring material of similar color, pattern and quality to replace the defective area. Nuvelle will also pay reasonable labor costs if professional installation was paid for when the floor was originally installed.

**Within Two Years** — If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing after one year but within two years of purchase, Nuvelle will supply new flooring material of similar color, pattern and quality to replace the defective area. Nuvelle will also pay fifty (50%) percent of reasonable labor costs if professional installation was paid for when the floor was originally installed.

**After Two Years** — If a defect covered by this warranty is found and reported to the retailer from which the floor was purchased in writing after two years but within the warranty period specified above, as applicable, Nuvelle will supply new flooring material of similar color, pattern and quality to replace the defective area. Nuvelle will not pay labor costs.

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

- You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. Nuvelle will not be responsible for any claim for product installed with visual defects.
- Darker, solid colors naturally show more scratches and dirt and require more maintenance. We cannot warrant the product against such claims.
- Dissatisfaction resulting from unsatisfactory installations due to the presence of excessive alkali, moisture or hydrostatic pressure in subfloors is not warranted.
- Dissatisfaction due to improper installation or maintenance. For additional information for proper installation and maintenance, please contact your retailer.
- Damage caused by fire, flood, moisture intrusion caused by emissions from subfloor, intentional abuse, damage caused by vacuum cleaner beater bar, indentations or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting from sharp objects, asphalt staining and staining from rubber mats, surface scratches, changes in color or sheen appearance when exposed to a natural

light source, exterior application or loss due to inconvenience, loss of time, incidental expenses or consequential damages.

- 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.
- Residential or Commercial installations with heavy wheeled vehicle traffic that permanently indents, or damages the flooring.
- This warranty is void if prior to installation if Nuvelle floors are not acclimated to room temperature (between 65°F and 85°F) at job site for 48 hours or Nuvelle floors are not continuously maintained at such temperature.

This limited warranty is made solely to the original purchaser of Nuvelle™ 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 Nuvelle, or any other person, is authorized to assume for Nuvelle any additional liability or responsibility in connection with Nuvelle™ products. Consequently, agents, employees, distributors, and dealers of Nuvelle are not authorized to make modifications to this limited warranty, or additional warranties on behalf of Nuvelle. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Nuvelle 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, NUVELLE 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 NUVELLE 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.**

JULY 2014