

Enhanced Resilient Tile (ERT) Limited Wear Warranty

ENCORE Enhanced resilient tile (ERT) products were created with our end user in mind. Our mission is to provide you with quality enhanced resilient tile that meets your commercial design and performance needs. Our enhanced resilient tile and Installation Accessories are subject to rigorous manufacturing audits, independent laboratory testing and third-party certifications. Not all warranties apply to all products – refer to the warranty schedule to determine your warranty coverage.

ENCORE offers a variety of products to suit your Luxury Floor Covering needs. A successful installation begins with specifying the appropriate product for the end use. If you have any questions regarding ENCORE products contact us at 844-225-3100.

The following conditions and definitions apply to all ENCORE Commercial Warranties: These limited prorated warranties extend to the original purchaser from the date of invoice and are non-transferable. All warranties are applicable to the initial installation of ENCORE flooring only. These warranties are applicable to first quality goods and do not apply to discounted products.

Limited Wear

ENCORE products are warranted against abrasive wear when installed and maintained in accordance with ENCORE's most recent installation and maintenance guidelines. Contact an ENCORE representative for more information. Wear is defined as removal of the wear layer or pattern from normal foot traffic only. Surface scratches, changes in shading, diminished gloss or sheen or not considered wear through. Indentations from rolling loads or pivot points are specifically excluded.

Limited 2 Year Manufacturing Defect

ENCORE enhanced resilient tile is warranted against Manufacturing Defects for a period of 2 years. A manufacturing defect is defined as an exception that occurred during the manufacturing process that was not evident at the time of production.

Limited Waterproof

Select ENCORE products are warranted against damage from topical moisture. Although topical moisture will not compromise the structural integrity of ENCORE LVF; it is not a moisture barrier. ENCORE LVF should not be installed in excessively wet or exterior environments. Plumbing or appliance leaks, casualty events, floods, hydrostatic pressure or conditions that allow moisture to become trapped underneath the LVF are specifically excluded. ENCORE is not responsible for damage related to excessive moisture, mold or mildew growth.

Joint Integrity

Select ENCORE products are warranted for joint integrity when installed using ENCORE brand underlayment. ENCORE warrants the joint integrity of select products will not fail when properly engaged during installation when installed in interior environments with continuous year-round climate control. Joint integrity is defined as the locking mechanism will remain engaged during the service life of the product. Locking mechanisms damaged during installation, or due to heavy rolling loads are excluded. Installation guidelines for substrate, underlayment, expansion space, radiant floor heat and ambient environmental conditions must be strictly adhered to for joint integrity coverage.

WARRANTY SCHEDULE

Harbor

15 YEAR LIMITED WEAR, WATERPROOF WARRANTY,
2 YEAR LIMITED MANUFACTURING DEFECT WARRANTY

Substrate 2.0

25 YEAR LIMITED WEAR, WATERPROOF WARRANTY, JOINT INTEGRITY
2 YEAR LIMITED MANUFACTURING DEFECT WARRANTY

Warranty Conditions

Prior to installation the contractor and installer are responsible for insuring installation site conditions are suitable for installation of LVF. Contractor and installer should inspect LVF for color, quality and gloss under adequate lighting prior to installation. Installation is considered acceptance.

Professional installation costs will not be reimbursed for material installed with obvious defects. Should you have questions regarding the quality prior to installation, contact ENCORE flooring at 844-225-3100. ENCORE will at its option, repair or replace product that does not meet applicable product standards in the affected area only. There will be no financial reimbursement. If replacement is required, ENCORE will furnish new material from the current product line available at the time of the claim. Only reasonable professional labor costs will be considered for reimbursement. Warranties do not cover labor costs of non-professionally installed floors. ENCORE accepts no responsibility for installer workmanship or site related conditions.

Care

Only pH neutral cleaners specially formulated for use with LVF should be used to clean ENCORE LVF. Do not flood mop ENCORE LVF. Warranties do not cover damage resulting from improper cleaning agents or methods, failure to take appropriate measures to protect flooring. Appropriate care includes regularly scheduled maintenance, the use of non-rubber backed non-staining walk-off mats, clean transition mats at all exterior entrance, the use of window covering during periods of peak or intense sunlight, the use of flat gliders under furnishings, continuous use of HVAC for climate control and the use of chair pads. ENCORE warranties do not cover staining or discoloration from improper cleaning agents, abrasives, corrosives, residues, dyes, asphalt sealers, de-icing agents, substrate or underlayment stains, or other corrosive agents that compromise the wear layer or structural integrity of the flooring.

Warranty Exclusions

Damage from moisture intrusion, alkali, mold, mildew, improper installation, improper maintenance, hydrostatic pressure, appliance/plumbing leaks, flooding, weather related, and all other casualty events are specifically excluded. Indentation from improper loading, spike or athletic footwear, narrow heels, furnishings, rolling loads or wheel chairs (motorized or non-motorized) are specifically excluded. This warranty specifically excludes damage due to chemical or industrial products, excessive heat and/or heat generating appliances, sunlight, strong detergents, hair dyes, finishing stains, corrosives, houseplant fertilizers, paint, ink, latex, rubber mats, asphalt sealers, wheeled traffic, adhesives, mold, mildew, alkaline substances, rubber pads, rubber wheels, carpet dyes or similar staining agents.

Damage & Abuse

ENCORE does not warrant against indentation damage caused by excessive point loads from footwear or furnishings. Damage from rolling load, wheel chairs, castor action, appliance or plumbing leaks, flood, fires, failure to protect from excessive heat, high temperature radiant floor heat, pet damage, urine, feces, bodily fluids, cuts, tears, scratches or gouges, failure to protect flooring when moving appliances, furnishing, improperly prepared subfloors, moisture intrusion, subfloor moisture, or intentional abuse are specifically excluded.

Installation

ENCORE does not warrant the installation of resilient flooring installer workmanship. Professional installation is strongly recommended. Claims resulting from installer workmanship, improper installation, improper substrates, lack of permanent moisture remediation, fluctuating underground water table, failure to maintain consistent climate control, or the use of alternative adhesives or sundries are not the responsibility of ENCORE Flooring. If flooring has been determined to be defective only professional installation labor charges are subject to reimbursement.

Terms & Conditions

Warranty coverage for replacement flooring will be limited to the remaining time of the original warranty. ENCORE will not consider any claim on material that is removed prior to site inspection without written authorization by an ENCORE representative or agent. No claim will be considered in which ENCORE or designated agents are denied access for site inspection. If ENCORE replaces material for the initial installation and the replacement LVF fails to perform, ENCORE will consider this to be a site related condition and will not replace the material a second time.

To the extent permitted by law, all warranties (expressed or implied, other than our limited warranties are disclaimed, including any warranty of merchantability or fitness for a particular purpose. If any implied warranty of merchantability and fitness for a particular purpose) are limited in duration of this written warranty, to the extent allowed by law.

These express limited warranties are in lieu of any other expressed or implied warranty. No one (including installers, distributors, retailers, representative, ENCORE employees or agent) is authorized to assume for ENCORE any liability or responsibility with respect to ENCORE flooring or modify the duties, disclaimers, scope, exclusions, or limitations of ENCORE warranties. IN NO EVENT SHALL ENCORE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUEN-

TIAL OR INCIDENTAL DAMAGE OF ANY KIND, NO MATTER THE CAUSE, meaning ENCORE will not pay for or cover any loss, furniture removal, inconvenience, expense or damage other than the flooring itself as resulting from a defect in the flooring. Replacement of the affected area of flooring with a similar style and color is the full extent of ENCORE's obligation under our limited warranties.

SOME STATES DO NOT ALLOW LIMITATIONS OR DISCLAIMERS AS TO IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**Remedies provided under these Limited Commercial Warranties may be unavailable if the customer has failed to comply with the various procedures and requirements set forth herein. Each customer acknowledges that (i) it is aware of ENCORE's Limited Commercial Warranties and (ii) has read the foregoing on ENCORE's website, its Sales Order form, or in the packaging in which ENCORE's products are delivered.*