



Ultra RLX™ Acoustical Rigid Loose Lay Flooring – Limited Warranty

Limited Warranty effective on all Ultra RLX™ Acoustical Rigid Loose Lay Flooring products sold on or after October 1, 2018

Warranty Owner

This limited warranty, from DirectSource International, Inc., DBA FloorFX ("DSI"), extends to the original end-user only. This DSI warranty is non-transferable. No dealer, distributor, agent, installer, or employee of DSI may alter the obligations or limitations of any DSI warranty.

Workmanship

DSI does not warrant the workmanship of installers. Workmanship defects should be addressed directly with the installer who installed the floor. Your DSI floor should be professionally installed by contractors who have demonstrated expertise in installing vinyl plank floors. Your DSI floor must be installed according to FloorFX installation instructions, available at www.floorfx.com, over an approved and properly prepared sub-floor. Your DSI floor must be regularly and correctly maintained according to maintenance guidelines available at www.floorfx.com.

Manufacturing Defects Warranty Terms

Subject to the provisions set forth in this warranty, DSI warrants Ultra RLX™ Acoustical Rigid Loose Lay Flooring ("Ultra RLX™") as free from manufacturing defects for a period of 2 years from the date of purchase.

Within One Year: If a defect that is covered by this warranty is reported to DSI in writing within one year of purchase, DSI will supply new material of the same or similar grade sufficient to repair or replace the defective material. DSI will pay all reasonable labor costs.*

Within Two Years: If a defect that is covered by this warranty is reported to DSI in writing after one year but within two years of purchase, DSI will supply new material of the same or similar grade sufficient to repair or replace the defective material. DSI will pay fifty percent of reasonable labor costs.*

DSI will not pay labor costs to repair or replace materials for defects that were visible prior to or at the time of installation.

* Reasonable labor costs shall be determined solely by DSI.

Limited Wear Warranty

Subject to the provisions set forth in this warranty, DSI warrants Ultra RLX™ will not wear through the wear layer from normal foot traffic for a period of time as specified in the chart listed below from the date of purchase, when properly installed and maintained in accordance with Ultra RLX™ instructions and guidelines, available at floorfx.com.

DSI defines "Commercial" as common areas within commercial buildings that get exposed to heavy foot traffic. Examples may include corridors, lobbies, restaurants, retail, elevators, etc. "Light Commercial" is defined as residential spaces that are within commercial buildings or other areas with less foot traffic than "Commercial", including hotel rooms, housing, small retail environments, etc.

Limited Wear Warranty Terms			
Wear Layer	Residential	Light Commercial	Commercial
6 mil	7 years	N/A	N/A
8 mil	10 years	5 years	N/A
12 mil	20 years	8 years	N/A
20 mil	Lifetime	15 years	10 years
30 mil	Lifetime	20 years	15 years
40 mil	Lifetime	20 years	20 years

Exclusions - The following are excluded by this warranty:

- a. Damage caused by incorrect installation and/or maintenance. Failure to properly protect floor covering before, during or after installation from scratches or other trades.
- b. Construction damage by other trades.
- c. Installation with adhesive other than those recommended by DSI.
- d. Differences in color between material purchased and samples or photographs.
- e. Problems from excessive moisture, alkali or water pressure from the sub-floor.
- f. Indentation from improper use, including high heels, spiked shoes, rolling loads, chairs or other furniture not equipped with proper floor protection, or any object permanently secured on top of the floor.
- g. Damage caused by moving appliances or heavy furniture without protecting the floor.
- h. Fading, discoloration, expansion, or other damage due to including but not limited to U.V. light and heat sources.
- i. Surface scratches, changes in shading, texture, or gloss during use.
- j. Damage caused by chemically reactive material, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, fires, unintentional or intentional abuse, or any harsh scouring pads while buffing.
- k. Inappropriate end-user activities.
- l. Insufficient maintenance.
- m. Delaminating of attached backing due to plank removal, replacement, or flooding.
- n. Construction or installation-related damage.
- o. Diminished gloss level.
- p. Pet damage such as chewing, digging, clawing, etc.

Limitation on Damages

DSI excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. DSI's sole obligation and the distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that DSI shall repair, at the option of DSI, or replace the defective material. In no event, including in the case of a claim of negligence, shall DSI be liable for incidental or consequential damages.

Claims

Any claim must be made within five (5) days after purchaser learns of the facts that the claim is based on. All claims not made in writing and received by DSI shall be deemed waived. Any claims for surface defects or unexpected variations in color must be communicated to DSI in writing prior to installation. If the product is installed, DSI must inspect and verify the defect.

For more information, visit floorfx.com.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.