

# PARTERRE COMMERCIAL VINYL PLANK AND TILE LIMITED WARRANTY (Including 2MM, 2.5MM, 3MM, 5MM Loose Lay and 5MM Rigid Core)

#### WARRANTY OWNER AND EFFECTIVE DATE.

This Limited Warranty <u>extends only to the original end-user</u>. Our warranties are **NOT TRANSFERABLE**. The Limited Warranty described in this document is subject to the product applications and use, limitations, disclaimers and exclusions described herein and is effective for floors purchased on or after February 1<sup>st</sup>, 2024.

Throughout this document, references to "we", "us", "our", "AHF" or "AHF Products" meaning AHF, LLC dba AHF Products. References to "you" or "your" mean the original retail purchaser/end user of the vinyl plank or tile flooring product. Your vinyl plank or tile flooring product will be referenced as the "floor", "flooring", "product", "products" or some combination thereof. The term "Limited Warranty" is singular but encompasses any and all coverages provided for herein.

#### WHAT IS COVERED BY THIS LIMITED WARRANTY?

#### **Commercial Installations**

Parterre Commercial Flooring warrants its regular (first quality) floor products, so long as the product is installed according to the installation instructions and the approved application listing, to be free from manufacturing defects as of the date of purchase and will not wear through the wear layer resulting in damage of the printed image for the time period set forth below in the "Commercial Vinyl Plank and Tile Flooring Limited Warranty Periods" section of this document Please see the "Commercial Vinyl Plank and Tile" section to review the Limited Warranty Period for your specific product.

# WHAT IS EXCLUDED FROM THIS LIMITED WARRANTY?

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY; PROPERTY DAMAGE; DAMAGE TO OTHER PROPERTY; ANY DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING; DIMINUTION IN PROPERTY VALUE; COSTS OF RENT OR MOVEMENT OF FURNITURE; THE REMOVAL OR REPLACEMENT OF MOLDINGS, CABINETS AND/OR FIXTURES; RETAIL MARKUPS; INSTALLATION OR LABOR PROVIDED BY OTHERS; OR SUPPLEMENTAL COSTS AND OTHER ADDITIONAL EXPENSES, INCLUDING BUT NOT LIMITED TO, RELOCATION DURING THE REPAIR PROCESS SUCH AS HOTEL, MEALS, OR MOVING AND STORAGE OF FURNITURE, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF SUCH DAMAGES. THIS LIMITED WARRANTY CONSTITUTES THE ONLY EXPRESS WARRANTIES FOR THE PRODUCT PURCHASED.

ALL NON- CONSUMER PRODUCT(S), ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND FOR. IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY AND TO THE EXTENT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Unless otherwise precluded by law, this Limited Warranty shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any of its conflicts of laws provisions.

# WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

You should care for your flooring using the practices outlined *in the Parterre maintenance literature*, which can be found at <a href="www.parterreflooring.com">www.parterreflooring.com</a>. The Limited Warranty provided by us does not cover the conditions described below, including those which are caused by improper installation, use or maintenance:

# **Commercial Installations and Multi-Family**

- Damage caused by fire, flooding, exposure to standing water and/or intentional abuse.
- Damage caused by moisture to 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.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture. While moisture will not affect the structure of the plank or tile when excessive moisture accumulates (and in particular remains undiscovered or unaddressed) mold and/or mildew growth can occur.
- Flooring that is installed outdoors.
- Damage caused by vacuum cleaner beater bar, rolling caster wheels, and cutting from sharp objects. When vacuuming, we recommend using the wand attachment on your vacuum.
- Indentation or damage from improper loads including high heels; spiked shoes; rolling loads; and/or chairs or other furniture not having floor protectors.
- Damage caused by abuse such as moving appliances across the floor without adequate protection. To protect your floor from scuffing and tears when moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it.
- Loss of gloss/scratching.
- Minor color, shade or texture variations between samples or printed color photography and the actual material.
- Floors that are graded "irregular" or sold "as is" without warranty.
- Workmanship, as described below.
- Damage resulting from improper installation.
- Installation defects, including installations made (i) in violation of applicable state or local housing or building codes, or (ii) contrary to written instructions. NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE FOR INSPECTING THE FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED

# WHAT ARE YOU RESPONSIBLE FOR UNDER OUR WARRANTY?

To be covered under this Limited Warranty (except under the Pre-Installation Defects Warranty found in the Footnotes) you need to retain your sales slip and make sure the flooring is properly installed, used, and maintained in accordance with our installation instructions.

You must also properly care for your new floor using the *Parterre Commercial flooring maintenance recommendations* found at <a href="https://www.parterre.com">www.parterre.com</a>. Use of floor care or sundry products (i.e. adhesives) other than those that are specially formulated and recommended for use with our flooring products may damage your floor and may void this warranty.

#### WHAT WILL WE DO IF A COVERED WARRANTY EVENT ARISES?

If any of the covered events listed in this Limited Warranty occur within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less, based on the following schedule:

- Within one (1) year of warranty period: labor reimbursed at 100% of reasonable and customary charges.
- Within the first one (1) to two (2) years of warranty period: labor reimbursed at 50% of reasonable and customary charges.
- Two years (2) to five (5) years of warranty period: labor reimbursed at 25% of reasonable and customary charges.
- Five (5) years or more of warranty period: no labor reimbursed for warranty claims.

The above statements provide the exclusive remedies under this Limited Warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

# WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

We want you to be happy with your floor purchase. If you are not, contact your Parterre sales representative. They can answer your questions and, if necessary, start to process a claim.

# STEPS TO FILING A CLAIM:

1. Contact your Parterre sales representative with your original proof of purchase and the completed claim form provided by your sales representative.

All claim forms, invoices, and photos must be submitted to: ParterreClaims@ahfproducts.com

Physical samples should be mailed to the below address with the claim information attached:

AHF Products, LLC. 3840 Hempland Road P.O. Box 566 Mountville, PA 17554 Attn: Floor Claims

#### 2. The claim will be evaluated.

An inspection of the flooring may be requested, or we may request pictures or uninstalled samples showing the issue.

- 3. A claim determination is made.
  - a. We will send the evaluation of the claim, directly to the party who filed the claim.
    - i. If your claim is approved, please work with your sales representative to order new material, and schedule the reinstallation, if applicable.
    - ii. If your claim is not approved, you will receive a letter explaining why. You will also receive an inspection report if your facility was inspected by a Technical Services Manager or a third-party inspector.

# PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED.

IMPORTANT NOTE: While the majority of claims are resolved within 30 days from the day you contact them, some claims may require additional attention. In the unlikely event your claim is not resolved within 30 days, please contact the Customer Service Center indicated above no later than 60 days from the date you first discovered the problem with your floor. It is your responsibility to file a timely claim to protect your rights under this Limited Warranty.

Parterre	Limited Warranty Coverage
Commercial Vinyl Tile and Plank	(in years)
Exclusive	
Existence	7
Flourish	
Avara	
Establish	15
Vertu	20
Ingrained	
Fused	
Hardcore	
Ascendant	
Cultivate	
Reservoir	
Individuality	
Thrive	
Instinct	
Connectivity	
5MM Loose Lay	
5MM Rigid Core Click	

# PARTERRE COMMERCIAL VINYL PLANK AND TILE LIMITED WARRANTY PERIODS

# Footnotes:

- I. We warrant to you (the original purchaser):
- II. Promotional Warranty: Some products may be sold with promotional warranties of a different length than the warranties indicated here. The length of the promotional warranties takes precedence over any warranties provided in this document. Lifetime Finish Warranty means 50 years when a Promotional Warranty applies.
- \*\*Wear-through" is defined as wear and tear of the wear layer resulting in damage of the printed image due to normal use.