



## GALLERY SERIES LUXURY VINYL TILE

### TIZIANO 20 MIL (0.50 mm) LIMITED 15-YEAR COMMERCIAL WEAR WARRANTY

Powerhold LVT warrants that Gallery Series Tiziano 20 Mil (0.50 mm) vinyl tile will be free from defects in materials and workmanship for a period of fifteen years after purchase provided that the warranty set forth shall apply only if such products are installed and maintained in accordance with the written instructions published by Powerhold LVT. Such warranty shall be voided if such products are removed from the site of their original installation.

**TERMS Within Two Years:** if a defect covered by this warranty is reported to Powerhold LVT within two years of purchase, Powerhold LVT will supply new material of similar color, pattern and quality to replace the defective material; Powerhold LVT will also pay reasonable labor costs.

**After Two Years:** if a defect covered by this warranty is reported to Powerhold LVT after two years of purchase, Powerhold LVT will supply new material of similar color, pattern and quality to replace the defective material; Powerhold LVT will not pay labor costs.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.**

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER: (i) Installers' workmanship (Workmanship errors should be addressed to the contractor who installed the floor.); (ii) minor shading, color or texture between products and samples or photographs; (iii) material installed with obvious defects; (iv) installation with adhesive other than those recommended by Powerhold LVT; (v) dissatisfaction, problems or damage due to installation and/or maintenance other than as recommended by Powerhold LVT (recommended installation and maintenance instructions are available from Powerhold LVT at Buyer's request); (vi) damage due to accidents, gouges, scuffs, scratches or indentations; (vii) damage from high heels, spike heels or inappropriate chair casters or glides; (viii)



inappropriate end-users' activities; (ix) dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkali, or hydrostatic pressure in subfloor; or (x) "seconds," "substandards," "irregulars," or "offgoods" which are sold by Powerhold LVT strictly on an "as is" basis.

If Buyer's order is for or includes goods ("Articles") made by another manufacturer, Buyer acknowledges that Powerhold LVT is not the manufacturer of such Articles and therefore Powerhold LVT makes **NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO SUCH ARTICLES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.** All Articles made by another manufacturer are warranted only to the extent of the manufacturer's express warranty to Powerhold LVT, which Powerhold LVT will provide at Buyer's request.

## **CLAIMS**

All claims must be written and sent to Powerhold LVT authorized distributor through which the product was purchased.

## **LIMITATION OF REMEDIES AND DAMAGES**

Powerhold LVT's liability and Buyer's exclusive remedy hereunder will be limited solely to repair, replacement or credit the defective areas at Powerhold LVT's discretion.

**NEITHER POWERHOLD LVT NOR ITS DEALER WILL HAVE ANY MONETARY LIABILITY WHATSOEVER FOR ANY DAMAGE OR EXPENSE INCURRED IN CONNECTION WITH THIS PRODUCT, WHETHER GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, SAVINGS OR DATA) INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE ARTICLES OR FROM THE ARTICLES BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE**