

Countryside 3.0mm STATEMENT OF WARRANTY

LIMITED WARRANTY:

GENERAL TERMS: This warranty document covers Countryside ("The Product"), a 3-mm thick floor covering that includes a 0.5-mm (20-mil) wear layer, manufactured by Novalis US, LLC. A high-performance luxury vinyl floor covering that must be fully adhered to an acceptable substrate. The installation and maintenance instructions of "The Product" must be followed along with accepted industry practices. This limited warranty is not transferable and only applies to the original purchaser. No exclusions or exceptions will be made to any clause within this limited warranty.

This limited warranty covers the cost of material for the period detailed below and reasonable labor costs, only if a professional flooring contractor was paid to install the original material. The percentage amount that will be paid is outlined below. D.I.Y products, discounted, closeouts, and internet sales are not covered under this limited warranty.

"The Product" is waterproof and will not be damaged or structurally compromised by regular exposure to surface spills and tracked water/moisture for the life of "The Product". However, water, trapped beneath any floor covering, combined with any organic material (often found within the water), may facilitate mold, mildew, and or fungi growth. This limited warranty does not cover any resulting health issues or property damage, and further limitations shall apply, as stated below.

The surface coating provides resistance against scratches and stains (feces, urine, or vomit) from domestic household pets such as cats and dogs; human stains are not covered. This limited warranty does not cover deliberate scratching and gouging by pets.

DEFECT WARRANTY: Manufacturer warrants against product defect for **1-year** from the date of purchase by the original purchaser only. Novalis US, LLC. reserves the right to inspect "The Product" if deemed by the client to be defective. Removal of the "The Product" before this inspection voids the limited warranty in its entirety. Novalis US, LLC. at its discretion may request a sample or send a company representative or independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection may be conducted to facilitate a full investigation. Manufacturing defect must be reported within 30 days of first notice of a defect within the installed area.

WEAR WARRANTY TERM: Novalis US, LLC. warrants that "The Product", when installed and maintained as detailed within the instructions, will not wear-through to the printed film layer under normal use for the period stated below:

Residential Wear: Covered for the **lifetime** of the original purchaser of the floor covering from the date of purchase.

Commercial Wear: Covered for **10-years** from the date of purchase.

Wear-through is defined herein that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered, or affected from normal use. Stains, fading, scratches, scuffs, and loss of gloss are considered normal use and are not covered under this limited warranty.

WEAR WARRANTY PROVISIONS: Novalis US, LLC. will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Novalis US, LLC. reserves the right to select and supply similar Novalis US, LLC. materials. Only one replacement of "The Product" will be made for the wear out, fading, and staining. Claimants who received settlement may not claim again, and no additional replacement floor covering will be supplied. Alternatively, a refund of up to 100% of the original cost of the material, or the percentage (below) of the original cost of "The Product", will be refunded depending on the amount of time that has elapsed since the date of purchase:

Within 2-years - 100%

Within 5-years - 70%

After 5-years and to the end of specified wear warranty term - 50%

LABOR COVERAGE TERM: A percentage of the labor charge of a professional flooring contractor will be reimbursed within the approved labor charges put forth by Novalis US, LLC., providing the original installation followed "The Product" installation instructions, standard industry practices, and the use of appropriate installation and subfloor preparation material. The percentage amount refunded will depend on the amount of time that has elapsed since the date of purchase:

Within 2-years - 100% of labor for re-install/repair

Within 5-years - 70% of labor for re-install/repair

After 5-years and to the end of specified wear warranty term - 50% of labor costs for reinstall/repair

OTHER GUARANTEES: Whether implied or otherwise, any other guarantee is limited to **1-year** from the date of purchase for the cost of "The Product", and only to the original purchaser. This limited warranty is not transferrable, but it does give you specific legal rights; you may also have other rights, which may vary from state to state.

SLIP RESISTANCE: Walking is an enormously complex activity involving many muscles, bones, and nerves, as well as kinesthetic sensory information. Significant factors that directly affect slip resistance properties are; the material type of both shoe sole and floor covering, surface roughness and structure of floor covering, contaminants, the walker's weight, age, gait, fitness, alertness, and vision. Values of acceptable SCOF (dry) or DCOF (wet) generally used within the flooring industry are published by other parties, not Novalis US, LLC. While Novalis US, LLC. does publish independent test results; it does not purport to address any safety concerns of slip resistance, the accuracy of any measuring apparatus (tribometers), the safety threshold, or the test method itself. Therefore, no warranty for any slip resistance properties can be provided.

OTHER EXCLUSIONS:

- Labor costs when "The Product" was installed with obviously visible (> 1-cm) manufacturing defects.
- Installed with any adhesives not recommended by Novalis US, LLC. for "The Product" will void the warranty coverage.
- Damaged caused by improper maintenance or dulled by soaps detergents or other harsh chemicals not suitable for vinyl flooring.
- Installed in any exterior applications, including RV's campers and boats or similar.
- Installed inside showers, sauna's, solarium, or similar wet areas.
- Stained by tracked carpet dyes, fertilizers, coal, tar, driveway sealers, oil, permanent markers, rubber-backed mats, or other such contaminants.
- Installed over substrates with mold, mildew, fungi, or other like issues., including any health issues or property damage.
- Damage, caused by the failure of other products like any primer, leveling, or patching underlayment or similar.
- Installation over substrates that are not within the flatness tolerance or telegraphing of substrate imperfections of any kind.
- Installations over substrates where hydrostatic pressure exists, or moisture readings are higher than specified for adhesive product.

- Damage including indentations caused by dropping heavy items, heavy rolling loads including electric wheelchairs, metal or thin wheels (use plastic or nylon \geq 1-inch wide and 2-inch diameter), or heavy point loading like spiked heels or similar, beater bars or from improper floor protectors and furniture rests.
- Damage from burns, cuts, scratches, gouges or other mechanical damage, intentional abuse, flooding, fires, and other natural disasters.
- Different from samples or printed material in shade, color, glossing, or embossing texture.
- Damage of any kind caused by not following the published installation and maintenance instructions or "The Product" packaging.
- Loss of time, inconvenience, consequential or incidental damages or expenses incurred during the initial installation or replacement of affected material, including clearing or replacing items after the original installation.
- This limited warranty does not cover the exclusions as indicated on the package, installation, or maintenance instructions.
- Damage caused by incorrect ambient conditions during storage, installation, and for the period of the limited warranty. This may include cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the flooring.
- Installed in areas not suitable for luxury vinyl plank or tile.
- Damage caused by not using chair mats or protectors under office chairs, including in residential settings.
- Damage caused by dirt, grit, and abrasive debris from not using appropriate walk-off mats at all outdoor entrances.
- Installation over unsuitable substrates as listed in the installation instructions.
- Damage caused by storing or installing "The Product" in temperatures not recommended according to the Installation instructions.
- Hazing or finish related issues caused by grout when used with "The Product", with beveled edges.
- Damage due to excessive moisture and alkalinity from the subfloor, including discoloration or bond release of the structure of "The Product" caused by flooding, plumbing and appliance leaks, water leakage from doors, windows, or roof leaks, etc.
- Installations taken up or replaced prior to inspection by authorized AVA or Novalis branded personnel.
- Failure of claimant to have records of moisture and alkalinity testing taken prior to the installation.

- Installations on substrates that were not properly tested and prepared as instructed.

- Installation failures due to outside sources of water, such as where outside grade is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapor retarder under the concrete per ASTM E1745, sprinklers soaking ground at the building foundation, overflow drains not directed away from the foundation, flooding or other natural disasters or weather conditions.

To file a claim, contact your supplier or 866-NOVALIS or claims@novalis-intl.com. The claim documentation must be filled out in its entirety to be assigned a claim number and reviewed for validity. Manufacturing defect must be reported within 30 days of first notice of a defect within the installed area. No person, representative, non-authorized employee, or agent is permitted to modify or change any Novalis US, LLC. limited warranty.

December 1, 2019