

Powerhold Luxury Vinyl Flooring STATEMENT OF WARRANTY

General Terms:

This warranty document covers Powerhold flooring, a 2.5-mm thick flooring that includes a 0.5-mm (20-mil) wear layer, manufactured by Powerhold A high-performance luxury vinyl flooring that must be fully adhered to an acceptable substrate for all applications. Powerhold reserves the right to classify each installation regarding its use. Powerhold flooring must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Powerhold reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. Powerhold at its discretion will send a company representative and/or a third-party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Powerhold warranties cover the cost of material for the period of the warranty and reasonable labor costs only, when and if a professional flooring installer was paid to install the original material. Labor will be paid as outlined below. D.I.Y products, cash and carry sales, closeouts and internet sales are not covered under this warranty.

Powerhold flooring is waterproof and will not be damaged or structurally compromised by normal exposure to surface spills and tracked water/moisture for the life of the product. Excessive subfloor moisture is an ideal breeding ground for mold, mildew, and fungus, which will not harm the flooring but will contribute to an unhealthy indoor living environment if left unattended. Limitations shall apply as stated below.

The surface coating provides resistance against stains from domestic household pets such as cats and dogs. This applies to feces, urine, or vomit introduced to the surface of the flooring by the pet only; human stains are not covered. Scratching and gouging by pets in a deliberate manner are not covered.

Manufacturing Defect Warranty:

Powerhold warrants that the Powerhold flooring will be free from manufacturing defects for a period of 1-year from the date of purchase. If such defect occurs and is verified by Powerhold, Powerhold will authorize repair or replacement of the affected area of installed flooring. Limitations shall apply as stated below.

Wear Warranty Term:

Powerhold warrants that the properly installed and maintained Powerhold flooring will not wear through to the printed film layer under normal use as follows:

Residential Wear: The lifetime of the original purchaser of the flooring from the date of purchase.

Commercial Wear: 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 warranty.

Wear Warranty Provisions:

Powerhold will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Powerhold reserves the right to select and supply similar Powerhold materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.

Alternatively, a refund of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase:

- Within 2-years - 100%
- Within 4-years - 70%
- After 4-years and to the end of specified wear warranty term – 50%

Labor Coverage Terms:

The costs of professional labor will be reimbursed within the approved labor charges put forth by Powerhold, provided that the installation has been performed according to Powerhold installation instructions, standard industry practices, and use of approved installation materials including

but not limited to proper subfloor materials, Powerhold, LLC. recommended adhesive(s), underlayment(s) and accessories. Labor must also be provided by a certified professional flooring installer, and will be paid according to the following schedule:

- Within 2-years 100% of labor for reinstall/repair

- Within 4-years 70% of labor for reinstall/repair
- Within 6-years 50% of labor costs for reinstall/repair
- After 6-years No labor reimbursement provided

Warranty Limitations:

- This warranty is not transferable and only applies to the original purchaser.
- Manufacturing defect must be reported within 30 days of first notice of a defect within the installed area.
- This warranty covers only properly installed and maintained floors, according to the Powerhold installation instructions, recommended products, and accepted industry practices.
- The use of any adhesives not recommended by Powerhold and specifically designed for use with solid vinyl flooring will void the warranty coverage.
- Powerhold will not pay for the loss of time, inconvenience or other consequential or incidental damages or expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area subsequent to the original installation.
- This warranty does not cover the exclusions indicated on the package.
- Powerhold reserves the right to repair any floor, provide replacement materials directly to the consumer or installer, obtain the services of a professional of our choice, and/or to conduct repairs or replace flooring in a manner suitable to our interests if Powerhold and the purchaser cannot reach agreement on the cost or manner of the repair or replacement.
- For all products sold as "Do-It-Yourself" products, cash and carry sales, internet sales, seconds or off-quality goods, no labor costs will be provided as part of this warranty.
- Materials installed with obvious manufacturing defects are not covered. Visual defects greater than 1cm are considered identifiable. Labor costs will not be covered when materials with visual defects greater than or equal to 1 cm are installed; replacement material only will be provided.
- Damage to the locking mechanism caused by excessive deflection in the substrate, improper underlayment installed underneath the flooring, from improper rolling loads and direct contact from castor-wheels, dynamic pressures and loads from electric wheelchairs is not covered.
- Products that have not been kept at the recommended temperatures according to the Powerhold Installation instructions or floors stored and installed in environments that are not properly temperature controlled.
- Flooring installed in areas not intended for solid vinyl plank or tile.
- Lack of maintenance or improper maintenance; dulled by soaps, vinegar solutions, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, heavy rolling loads, caster-wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects. Furniture, appliances and movable fixtures should have a plastic or nylon protector at least 2" in diameter; chair casters-wheels should be a minimum of 2" in diameter and not be metal-type or narrower than 1" in width. Chair mats and protectors shall be used under office chairs including use in residential settings.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects, narrow wheels, metal furniture glides, etc. Non-rubber walk-off mats are to be used at all egress points and shall be of enough depth and width to capture grit, dirt and abrasive debris.
- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Staining or changes in color caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation; fading or staining caused by use of rubber mats.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, floors not installed per Powerhold Installation instructions, use of improper adhesives or incorrect application of adhesives, improper underlayment, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Installation over any foam-type, rubber, cork, or another compressible type underlayment.
- Problems or damage due to excessive moisture and/or alkalinity from the subfloor, including discoloration or bond release of the structure of the flooring. Product structural damage from excessive exposure to water caused by flooding, plumbing and appliance leaks, water leakage from doors, windows, or roof leaks. Standing water on flooring should be mopped or wet-vacuumed up immediately upon notice of the spill.
- Damage from or growth of mold and mildew caused by excessive moisture in the environment or substrate that has been trapped under the flooring; including flooring installed outdoors or subjected to prolonged water exposure.
- Installed over unstable, unsuitable, or improperly prepared subfloors, wet/cold floor and/or radiant-heated floor in excess 850F.
- Hazing or finish related issues caused by grout when used with Powerhold flooring, with beveled edges.
- Different from samples or printed material in shade, color, or embossing.

No person, representative, employee, or agent not employed by Powerhold is authorized to modify or change the warranty statements made in this document. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

To file a claim, contact your retailer or for other information you may contact Powerhold toll-free at 602-432-6341. Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity.