

## **NexxaCore™ Rigid Engineered Vinyl Flooring Comprehensive Warranty Program**

Linco Enterprises, Inc. offers a lifetime limited residential wear warranty, lifetime limited structural warranty and 10 year limited medium commercial wear warranty on both The Lands, The Cosmos and The Masterpiece Collections (5 year limited light commercial wear warranty – Lands Collection | pre-May 2020.) Warranties are non-transferable and apply to customers who originally purchased and installed NexxaCore™ Rigid Engineered Vinyl Flooring. The original, paid-in-full invoice is required. Claims must be filed by the original purchaser. In the unlikely event that any portion of your floor should fail, with respect to any provisions of this warranty, Linco Enterprises, Inc. at its sole option to the original purchaser will arrange a pro-rated credit based on the terms outlined below.

Prior to installation, the installer/owner is responsible for inspecting and verifying materials and factory finish of the pre-finished hardwood flooring. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins. **Installation is Acceptance**

### **Lifetime Limited Residential Wear Warranty**

NexxaCore™ Rigid Engineered Vinyl Flooring is protected with a proprietary Guardia 12™ (Lands | pre-May 2020) or Guardia™ 20 (Cosmos / Lands / Masterpiece) wear layer. This layer is warranted not to wear through under normal use for the life of the product. Wear-through is defined as 100% wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% wear-through is determined to have occurred, Linco Enterprises, Inc. will arrange a pro-rated credit based on the terms outlined below in the section headed “Terms of Lifetime Limited Warranties”.

This lifetime limited residential wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to either NexxaCore™ Rigid Flooring installation instructions for Lands/Cosmos or Masterpiece Collection.
2. The flooring must be used only indoors in a climate-controlled area. See Installation Instructions for details
3. The flooring must be maintained in accordance with NexxaCore™ Rigid Flooring Maintenance Instructions.
4. This limited warranty does not apply to moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

### **Lifetime Limited Structure Warranty**

NexxaCore™ Rigid Engineered Vinyl Flooring is warranted to be free from manufacturing or structural defects for the life of the product. Manufacturing defects developing after flooring is installed, will be covered by this warranty. This warranty is not transferable by the purchaser of the floor. It is the responsibility of the installer/consumer to determine suitability of material prior to installation. Installing a defective product will void this warranty.

### **Exclusions and Limitations of Lifetime Limited Residential Wear and Lifetime Limited Structure Warranties**

1. Damage, discolorations due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Manufacturer makes no guarantee that NexxaCore™ Rigid Engineered Vinyl Flooring products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
4. Noncompliance with installation instructions and maintenance guidelines as recommended. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
6. Installation in inappropriate locations is excluded from this warranty.

7. Gloss reduction or surface scratches are not considered surface wear.
8. Staining caused by urine, feces or vomit

### **Lifetime Limited Waterproof Warranty**

The NexxaCore Rigid Engineered Vinyl Flooring is warranted to be 100% waterproof and the structural integrity of the flooring will not be significantly diminished by exposure to water for the life of the product. While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). Linco Enterprises Inc's moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. This warranty is not transferable by the purchaser of the floor.

### **Exclusions and Limitations of Lifetime Limited Waterproof Warranty**

1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the floor plank.
2. Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
3. Flooring that is installed outdoors.

### **Terms of Lifetime Limited Wear, Structure, Waterproof Warranties**

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.

Year One thru Five: Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Linco Enterprises Inc will pay 50% of reasonable labor costs.

Year Five thru Ten: Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

After Ten years: Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Linco Enterprises Inc will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

### **5 Year Light Commercial Limited Wear Warranty (Land Collection | pre-May 2020)**

NexxaCore™ Rigid Engineered Vinyl Flooring is protected with a proprietary Guardia 12™ wear layer. This layer is warranted not to wear through under normal light commercial use for a period of 5 years from date of purchase. Wear-through is defined as 100% wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% wear-through is determined to have occurred, Linco Enterprises, Inc. will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of 5 Year Limited Light Commercial Warranty."

This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

- Retail: Novelty Shops/Boutiques, Product Display Areas, Sales Floors, Showrooms, Hair Salons, Hallways, Entryways (walk-off mats required)
- Medical Offices: Waiting Rooms, Patient Rooms, Examination Rooms, Storage Rooms, Hallways, Entryways (walk off mats required)
- Offices: Offices, Conference/Meeting Rooms, Showrooms, Break Rooms (walk off mats required)

Examples of commercial spaces that do not fit the definition of Light Commercial and are therefore not covered under this warranty include: coffee shops, restaurants, bars, hotels, schools and retirement center.

This 5 year limited light commercial wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to either NexxaCore™ Rigid Flooring installation instructions for Lands/Cosmos or Masterpiece Collection.
2. The flooring must be used only indoors in a climate-controlled area. See Installation Instructions for details.
3. The flooring must be maintained in accordance with NexxaCore™ Rigid Flooring maintenance instructions.
4. This limited warranty does not apply to moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

#### **Exclusions and Limitations of 5 Year Light Commercial Limited Wear Warranty (Lands Collection | pre-May 2020)**

1. Damage, discolorations due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Manufacturer makes no guarantee that NexxaCore™ Rigid Engineered Vinyl Flooring products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
4. Noncompliance with installation instructions and maintenance guidelines as recommended. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
6. Installation in inappropriate locations is excluded from this warranty.
7. Gloss reduction or surface scratches are not considered surface wear.
8. Staining caused by urine, feces or vomit.

#### **Terms of 5 Year Light Commercial Limited Wear Warranty (Lands Collection | pre-May 2020):**

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.

Year One thru Five: Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Linco Enterprises Inc. will pay 50% of reasonable labor costs.

#### **10 Year Medium Commercial Limited Wear Warranty (The Cosmos, The Lands, The Masterpiece Collections)**

NexxaCore™ Engineered Vinyl Flooring is protected with a proprietary Guardia 20™ on the surface of the vinyl layer. The vinyl layer of the floor plank is warranted not to wear through under normal medium commercial use for a period of ten years from date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation. (Gloss reduction or surface scratches are not considered surface wear.) If 100% vinyl layer wear-through is determined to have occurred, Linco Enterprises, Inc. will arrange a pro-rated credit based on the terms outlined below in the section headed "Terms of 10 Year Limited Medium Commercial Warranty."

This warranty is non-transferable and applies only to the original purchaser and only if used in the following commercial areas:

- Retail: Novelty Shops/Boutiques, Product Display Areas, Sales Floors, Showrooms, Hair Salons, Hallways, Entryways (walk-off mats required)
- Medical Offices: Waiting Rooms, Patient Rooms, Examination Rooms, Storage Rooms, Hallways, Entryways (walk off mats required)
- Hotels: Guest Rooms, Conference/Meeting Rooms, Lobby, Entryways (walk-off mats required)
- Offices and Restaurants: Offices, Conference/Meeting Rooms, Showrooms, Restaurant Floor, Break Rooms, Entryways (walk-off mats required)

- Institutional: Classrooms, Training Rooms, Meeting Rooms, Commons Areas, Residence Halls, Hallways (excluding gym)

This 10 year limited medium commercial wear warranty is made subject to the following conditions:

1. The floor must be installed properly and according to NexxaCore™ Flooring installation instructions.
2. The flooring must be used only indoors in a climate controlled area. See Installation Instructions for details.
3. The flooring must be maintained in accordance with NexxaCore™ Flooring maintenance instructions.
4. This limited warranty does not apply to moldings and trims.
5. Installation of flooring that contains any manufacturing defect is not covered by this limited wear warranty.

#### **Exclusions and Limitations of 10 Year Medium Commercial Limited Wear Warranty (The Cosmos, The Lands, The Masterpiece Collections)**

1. Damage, discolorations due to adhesives or tape, scratches, gouges, scuffs, punctures, cuts, indentations, burns, accidents, lack of proper furniture rests, such as chair pads, etc., rolling and/or non-foot traffic, or any intentional misuse of the product. Loss of finish gloss over time is consistent with normal wear & tear and is not a product flaw.
2. It is normal and expected for there to be color variations due to use of natural components, exposure to UV light and/or sunlight, and age of material. Therefore, color inconsistency between samples, replacement product or illustrations and actual product is not a manufacturing flaw.
3. Manufacturer makes no guarantee that NexxaCore™ Engineered Vinyl Flooring products will match or coordinate with customer furnishings, trim, cabinetry, railings, etc.
4. Noncompliance with installation instructions and maintenance guidelines as recommended. Manufacturer cannot assume responsibility for the suitability of flooring material and accompanying products for each individual installation as manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension the installer should not use this piece.
5. Cracking, warping, soiling, fading, improper maintenance or abuse caused by items such as roller skates, golf shoes or pets.
6. Installation in inappropriate locations is excluded from this warranty.
7. Gloss reduction or surface scratches are not considered surface wear.
8. Staining caused by urine, feces or vomit.

#### **Terms of 10 Year Medium Commercial Limited Wear Warranty (The Cosmos, The Lands, The Masterpiece Collections)**

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.

Year One thru Five: Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Linco Enterprises Inc. will pay 50% of reasonable labor costs.

Year Five thru Ten: Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Linco Enterprises Inc. will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

#### **How to Make a Claim**

If you need to file a claim under this warranty, first contact your NexxaCore™ Engineered Vinyl Flooring retailer. Proof of purchase including date of purchase must be presented. Claims must be filed within the coverage period. Linco Enterprises, Inc. reserves the right to have a designated Linco representative and/or independent inspectors to inspect the floors and remove samples for technical analysis.

Any or all disputes arising out of Linco Enterprises, Inc., products, or this warranty shall be subject to mandatory and binding arbitration, pursuant to the rules of American Arbitration Association. Any trials by jury are expressly waived.

THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE WARRANTY AND IS IN LIEU OF ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES. LINCO ENTERPRISES, INC., ASSUMES NO LIABILITY FOR ANY LOSS NOR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION EXPRESSED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.