

Armada® Chesapeake Bay Dry Back LVP

CLAIM PROCEDURE

Claims must be submitted in writing to OSF at sales@opensourcefloors.com. Please include a copy of your internal claim form and a photograph showing the cause of claim.

PRODUCTS COVERED

This warranty covers Opens Source Floors (OSF) vinyl (LVT, LVP, WPC, SPC) products sold to distributors used in a private label offering.

DEFINITIONS

- Products are for indoor use only.
- Products may be used in residential or light commercial applications.
- Specified products may also be used in heavier commercial applications.
- Residential warranties apply to applications in owner-occupied residential premises and light-use Multifamily rental units.
- Light commercial applications are defined as public use environments that are not subject to heavy commercial maintenance schedules or traffic and where temperature is controlled and maintained according to installation instructions.
- Examples of light commercial application include low-traffic retail shops, offices and salons, and common areas of multi-unit housing complexes.
- Surface water penetration is defined as water that is on the surface of the finished flooring product, not flooding situations.
- If there is a question about the suitability of a particular product's intended use, consult with OSF's technical services department at techserv@metrofloors.com.

DISTRIBUTOR'S RESPONSIBILITY

- Provide proper installation, care and maintenance instructions for each product category. The distributor may use the template OSF provides or a private label version that OSF approves in writing.
- Should there be a warranty claim, distributor will be the dealer's point of contact and will need to collect all relevant information and provide it to OSF. Prior to claim approval OSF reserves the right to send our own inspector to evaluate the claim.

INSTALLER'S RESPONSIBILITY

- This warranty requires that the product was installed according to OSF's and/or the distributor's approved installation instructions.
- It is the installer's responsibility to read and understand all recommended practices for installation and subfloor preparation prior to installing the floor.

OWNER'S RESPONSIBILITY

- This warranty is non-transferrable and extends only to the original owner/purchaser of the product and at the location of the original installation.
- It is the owner's responsibility to follow manufacturer's care & maintenance procedures.

TERMS OF WARRANTY

OSF warrants that products will not contain manufacturing defects. OSF further warrants that if products were installed as specified and used under normal traffic conditions, the products will not delaminate, rip or tear, or wear through the wear layer to the printed surface for the warranty period specified. If a product is found to be defective or otherwise fails to perform as warranted, OSF offers the following warranty coverage:

- **Within One Year of Purchase** – If a valid claim is filed within one year of the date of purchase, OSF will at its sole discretion either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer, OSF will also pay reasonable/usual labor costs to repair or replace the defective floor.
- **Within Two Years of Purchase** – If a valid claim is filed within two years of the date of purchase, Evoke will at its sole discretion, either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer, OSF will also pay 50% of reasonable/usual labor costs to repair or replace the defective floor.
- **After Two Years** – If a valid claim is filed more than two years after the date of purchase but within the product's warranty period, Evoke will at its sole discretion, either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. OSF will not pay any labor costs to repair or replace the defective product.

INSPECTION & PROOF OF PURCHASE

In the event of a warranty claim, OSF reserves the right to inspect the affected floor prior to any repair or replacement. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this warranty will be null and void.

- It is the customer's responsibility to retain their original receipt and submit it as proof of purchase at the time of inspection.

REPLACEMENT AND REPAIRS

Where a product repair or replacement includes labor, OSF reserves the right to employ installers of its choosing to perform the work. Labor provided will be limited to actual repair and replacement of the flooring materials; the customer will be required to remove all furnishings, electronics, rugs and other interior décor as needed to render the installation area suitable for the repair and replacement work, and to replace them after the work is complete.

- New or replacement flooring may not exactly match display samples or photographs, existing flooring, or other products and furnishings in your home.
- Installation must be performed in accordance with the installation instructions included with the product or as specified in special project instructions provided by our technical department and in accordance with local building codes.
- Environmental conditions must be maintained as specified in installation instructions.

- Where the flooring is installed over a radiant heating system, the system must meet the criteria set in the installation instructions.
- Products should only be installed over approved acoustical underlay.
- Care and maintenance must be carried out in accordance with manufacturer's instructions.

These warranties are not transferable. No installer, retailer, or distributor has the authority to alter the terms or conditions. These warranties provide no express or implied coverage against:

- Scratches, indentations, marks, stains or other damage caused by negligent or accidental exposure to pebbles, grit, sand or other abrasives, pets, high-heeled or cleated shoes, sharp objects, fire, product spills, excessive moisture or heat.
- Problems arising from failure to follow manufacturer's written installation instructions and/or care and maintenance guide.
- Slight differences in color or texture, including minor shade or gloss differences between different product lots, or between the product and showroom samples, and photographs.
- Installations in exterior applications, garages, carports or other locations where motor vehicle traffic occurs.
- Damage caused by neglect, intentional abuse, accidents or construction-related damage including but not limited to friction burns, cuts, chips, etc.
- Indentations or other damage caused by rolling or moving excessively heavy items or loads across the floor.
- Abrasion or other damage caused by vacuum beater brush bars, steam cleaners, or improper maintenance procedures or products.
- Stains or other damage resulting from exposure to excessive moisture whether through flooding, wet mopping or any other source.
- Indentations or other damage caused by inappropriate or improperly protected furniture legs, appliance feet, casters and other sharp or heavy objects.
- Fading or discoloration resulting from contact with or exposure to chemical or oil spills, inappropriate floor protectors and carpets, or excessive sunlight.
- Any damage caused by structural failure or movement, deflection of subfloor, or natural disasters, improper subfloor preparation, improper installation techniques or installation workmanship.
- Damage due to hydrostatic pressure, alkali deposits, excessive moisture or moisture emissions or other subfloor conditions.
- Labor or related expenses incurred to replace product that has been installed with evident and visible defects.
- 'Click lock' failure due to improper installation procedures. Follow installation instructions for correct procedures and subfloor flatness specifications.
- Premature wear caused by subfloor irregularities that telegraph through the flooring.

OSF, its distributors and retailers assume no liability for indirect, special, incidental, consequential or other damages of any kind, no matter what the cause. Examples of consequential or incidental damages are the replacement of subfloors, trim or moldings, appliances or fixtures or the moving of furniture. In any case, this warranty will not cover or pay for any loss, expense, damage or loss of profit arising from inability to use the floor or premises. Some states or provinces do not allow the exclusion or limitation of incidental damages and this exclusion may not apply. You may have other legal rights that vary from state to state or province to province.

There are no other warranties beyond this express written warranty. All other warranties, including warranties of merchantability or suitability for a particular purpose are excluded.