

This document is intended to provide product warranty information for all Flexco Products. Should you need a job specific product warranty or if there are any questions or concerns, please reach out to solutions@rhctechical.com.

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1. WARRANTY TERMS

Flexco Corporation (“Manufacturer”) warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer’s Catalog as listed below will conform to Manufacturer’s published technical documents.

All warranties, whether expressed or implied, are contingent on the following requirements:

1.1 ALL TECHNICAL DATA MUST BE REVIEWED

Products must be installed in accordance with Manufacturer’s published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products (“Technical Data”) available at the time of installation. This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

1.2 NOTICE OF DEFECT PRIOR TO INSTALLATION

Flexco requests notification of any defect prior to installation. If this occurs, Flexco will replace the material at no charge to the Installer or End User. Failure to notify prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

1.3 NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Flexco. Flexco must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Flexco determines the product to be defective, Flexco will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described section relevant to the limited manufacturers’ and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

2. INDIVIDUAL PRODUCT WARRANTIES

All products carry a Limited Warranty including wear (wear is defined as through the decorative layer or visible sampled surface of the material), conformity to written specifications and to be free from manufacturing defects, subject to the terms and conditions of this document. Warranties are not transferable.

Product Warranty period begins at the **Date of Substantial Completion** of the project as long as installation occurs within a reasonable timeframe of original purchase of the material for the project. This would also include any “attic stock” or additional material at distribution for said project. Anywhere Lifetime Warranty is utilized the meaning is to be understood as the original owner of the facility and is not transferable.

Each product will be listed with the length of this warranty according to product group. We reserve the right to prorate replacement material and/or labor based on the length of the product warranty. Proration occurs at the following intervals of the warranty. During the first 25% of the warranty we will provide 100% replacement costs, 26%-50% of the warranty we will provide material and 50% of the replacement labor costs, 51%-100% of the warranty we will provide material costs only.

2.1 ACCESSORY PRODUCTS

Vinyl Accessory products have a One (1) Year Limited Commercial Warranty

2.2 WALL BASE PRODUCTS

Vinyl Wall Base products have a Two (2) Year Limited Commercial Warranty

Base 2000 Wall Base products have a Five (5) Year Limited Commercial Warranty

Wood Elements Wall Base products have a Five (5) Year Limited Commercial Warranty

Wallflowers Wall Base products have a Five (5) Year Limited Commercial Warranty

Health Design Wall Base products have a Five (5) Year Limited Commercial Warranty

Base Sculptures Wall Base products have a Ten (10) Year Limited Commercial Warranty

2.3 STAIR TREAD AND RISERS PRODUCTS

Abrasive Inserts installed within Rubber or Vinyl Stair Tread products have a One (1) Year Limited Commercial Warranty

Smooth and/or Ribbed Inserts installed within Rubber or Vinyl Stair Tread products carry the same warranty as the Tread products in which they are installed

Rubber & Vinyl Riser products have a Five (5) Year Limited Commercial Warranty

Vinyl Stair Tread Standard Safety Rib products have a Three (3) Year Limited Commercial Warranty

Vinyl Stair Tread Commercial Safety Rib products have a Five (5) Year Limited Commercial Warranty

Repel Rubber Stair Tread products have a Five (5) Year Limited Commercial Warranty

Rubber Stair Tread products have a Ten (10) Year Limited Commercial Warranty

Metal Reinforced Rubber Stair Tread products have a Twenty-Five (25) Year Limited Commercial Warranty

2.5 LUXURY VINYL TILE AND PLANK FLOORING PRODUCTS

Natural Elements Vinyl Plank & Tile products have a Twenty (20) Year Limited Commercial Warranty & Lifetime Limited Residential/Multi-Family Warranty

Crosswire Woven Vinyl Flooring products have a Twenty (20) Year Limited Commercial Warranty & Lifetime Limited Residential/Multi-Family Warranty

“Waterproof” claim is understood to mean the structural integrity of the Luxury Vinyl Tile and Plank Flooring products will not degrade due to contact with moisture/water in standard conditions (does not cover flooding). Waterproof Luxury Vinyl Tile and Plank Flooring should not be used to mitigate an existing moisture condition and cannot prevent issues associated or caused by excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.

2.6 RUBBER FLOORING PRODUCTS

Prime Sports products have a Three (3) Year Limited Commercial Warranty

FlexTuft products have a Five (5) Year Limited Commercial Warranty

Repel Rubber Flooring products have a Five (5) Year Limited Commercial Warranty

Distinct Designs Rubber Flooring products have a Ten (10) Year Limited Commercial Warranty

IMO Rubber Flooring products have a Ten (10) Year Limited Commercial Warranty

Tuflex Force products have a Ten (10) Year Limited Warranty & Lifetime Limited Delamination Warranty

ESD Rubber Static Control Tile products have a Ten (10) Year Limited Commercial Warranty & Fifteen (15) Year Limited Conductivity (1×10^6 - 1×10^9 Dissipative resistance range) Warranty

2.7 SOLID VINYL FLOORING PRODUCTS

Delane Solid Vinyl ESD Tile products have a Ten (10) Year Limited Commercial Warranty & Lifetime Limited Conductivity (2.5×10^4 - 1×10^6 for Conductive & 1×10^6 - 1×10^9 for Dissipative resistance ranges) Warranty

Delane Solid Vinyl products have a Ten (10) Year Limited Commercial Warranty

Geodesy Solid Vinyl products have a Ten (10) Year Limited Commercial Warranty

3. WARRANTY EXCLUSIONS

The above warranties do not apply or cover any of the following:

3.1 Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer’s technical staff

3.2 Normal Product shade, color or dimensional variations that are within normal tolerances

3.3 Products installed with visible and obvious manufacturing defects

3.4 Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools

3.5 Products installed outside of product limitations found in Technical Data

- 3.6 Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery
- 3.7 Discoloration or damage caused by subfloor or adhesive pH levels
- 3.8 Discoloration, fading or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight
- 3.9 Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product
- 3.10 Products that have been installed with a non-approved adhesive that is not compatible adhesive or an adhesive creating concern approval is given in written form
- 3.11 Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions
- 3.12 Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues
- 3.13 Products that have been damaged by negligence or accident, such as tears, burns or cuts
- 3.14 Products that have been damaged by sharp, pointed objects, such as high heels, spikes or skates
- 3.15 Products that have been damaged by incompatible materials, such as acids, alkalis and solvents
- 3.16 Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons
- 3.17 Products installed outdoors as products are designed to perform within indoor applications only.
- 3.18 Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions
- 3.19 Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document)
- 3.20 Products that have been subjected to conditions of use or maintenance not in strict conformity with the Technical Data (Installation Instructions and Technical Data and Care and Maintenance) as documented
- 3.21 Any products that have been sold or resold as “seconds”, “mill-run”, “non-conforming”, “as is” or otherwise denoted as non-standard quality
- 3.22 Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business

4. NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within **fifteen (15) working days** of discovery of the defect by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

RHC Technical
ATTN: Kim Jenkins
1602 N Union Street, Fostoria, OH 44830
P: (419) 436 - 4554
E: kim@rhctechnical.com

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

5. ADDITIONAL LIMITATIONS

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.

THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, IS IN LIEU OF ALL OTHER REMEDIES.

PURCHASER MUST BRING ANY LEGAL ACTION FOR BREACH OF WARRANTY WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED OR PERIOD PRESCRIBED BY THE APPLICABLE STATUES OF LIMITATION OR REPOSE, WHICHEVER COMES FIRST.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES. THOUGH THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, THE PURCHASER MAY ALSO HAVE ADDITIONAL LEGAL RIGHTS AFFORDED THEM BY THE APPROPRIATE STATE. EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY VARY BY STATE. FOR FURTHER INFORMATION, CONSULT THE APPROPRIATE STATE CONSUMER AFFAIRS OFFICE OR THE STATE ATTORNEY GENERAL'S OFFICE.