

# Limited Warranty

## Tarkett Warranty Overview

Tarkett is pleased to offer the world's most-integrated, high-performance flooring system, bringing together design, function and safety; leading to enhanced productivity in high-performance environments. All Tarkett products are warranted against manufacturers' defects to ensure high standards of quality, performance and aesthetics.

## Limited Warranty Information

### Section 1: Rubber Sheet Flooring

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit

an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

SECTION	PRODUCT TYPE	JOHNSONITE BRAND PRODUCT LINES
1	Rubber Sheet Flooring	Arcade; Replay® Rolls
2	Compression Molded Rubber Tile	Circulinity™; CorkTones™; Defiant™; Eco-Shell™ with Cork; Folio™; MicroTone™; Mesto Configurations™; Metallurgy™; Minerality™; Prima® Olio® and Marbleized; Replay® Tiles; Safe Sense™ Solid Color Rubber Tile; Tactile Walking Surface Indicators; Terra-Turf®; Triumph and Inertia™
3	Rubber or Vinyl Stair Treads	Safe Sense™ Tactile Warning Surface; Safe-T-First®
4	Finishing Borders (Wall Base) Finishing Accessories	BaseWorks™; Masquerade™; Millwork®; Perceptions™; TightLock®; Wall Art™; Traditional Rubber or Vinyl Risers; Rubber or Vinyl Stringers; Safe-T-First®; Vent Cove; Vinyl Nosings
5	Vinyl Sheet and Tile Flooring	Acczent®; Acczent® Flourish; Acczent® Wood Acoustiflor®; Acczent® Wood Safe-T; Aria™ 2.0; iQ™ Granit™ / iQ™ Granit™ Micro; iQ™ Granit™ SD; iQ™ Natural; iQ™ Optima®; iQ™ Optima® Acoustiflor®; iQ™ Toro SC; Granit™ Safe-T; Marbled Safe-T; Melodia™ 2.0; Standard Plus; Training®, Performa™
6	Vinyl Composition Tile and Plank	A: Vinyl Composition Tile (VCT): Azrock®; Azrock® TexTile™ B: Vinyl Enhanced Tile (VET): Azterra™; Color Essence™ Solid Vinyl Tile (SVT): Cortina Grande™; GemStone™
7	Linoleum Sheet Flooring	Harmonium xf2™; Veneto Acoustiflor®
8	Luxury Tile and Plank	A: I.D. Freedom™; I.D. Principle; Transcend™ SureSet™; I.D. Inspiration™ 55 B: I.D. Inspiration™ 70
9	Luxury Tile and Plank (Light Commercial)	A: Aloft™ Click; Aloft™ Glue Down B: Transcend™ Click
10	Underlayment	SureStart™ Underlayment; Tarkolay Underlayment



## **Section 2: Compression Molded Rubber Tile**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that molded rubber tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 3: Rubber or Vinyl Stair Treads**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber or vinyl stair tread products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

## **Section 4: Finishing Borders (Wall Base & Accessories)**

**Limited 2-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of two (2) years of Commercial use that rubber or vinyl wall base and/or accessory products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2).

## **Section 5: Vinyl Sheet and tile Flooring**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 6A: Vinyl Composition Tile and Plank**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl composition tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 6B: Vinyl Tile Flooring**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 7: Linoleum Sheet Flooring**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that linoleum sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 8A: Luxury Tile and Plank**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the

defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 8B: Luxury Tile and Plank**

**Limited 20-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of twenty (20) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-20).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 9A: Luxury Tile and Plank (Light Commercial)**

**Light Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of seven (7) years of Light Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. Light Commercial applications are defined as foot-traffic only (no rolling loads).

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-5); and 50% Material Only (Years 6-7).

Tarkett warrants that the products will not wear through for the warranty period of seven (7) years of Light Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 9B: Luxury Tile and Plank (Light Commercial)**

**Light Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Light Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. Light Commercial applications are defined as foot-traffic only (no rolling loads).

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-5); and 50% Material Only (Years 6-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Light Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## Section 10: Underlayment

**Limited 10-Year Light Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Light Commercial use of SureStart™ underlayment with approved Tarkett LVT products, subject to subfloors being prepared & meeting Tarkett Installation Instruction guidelines and subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects or concerns prior to install; otherwise this warranty will not apply.

If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

### All Tarkett Commercial Products:

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided at the time of material purchase.

### Warranty Claim Procedure

To be eligible for replacement under this warranty, the customer must file a claim by giving Tarkett written notice of the defect. This notice must be filed immediately, but in no event more than 10 days following discovery of the defect. Notice shall be given to Tarkett at its corporate address of 30000 Aurora Road, Solon, Ohio 44139. Phone: (800) 899-8916; Fax: (440) 543-5774.

If defective product has been discontinued or is otherwise unavailable, Tarkett reserves the right to select and supply the customer with Tarkett replacement flooring, similar in quality and quantity to the material claimed to be defective.

### Warranty Exclusions

The Tarkett Limited Warranty does not apply to:

- The exact matching of shade, color or mottling.
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods.
- Labor costs outside of prorated schedule defined in the warranty.
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring. Such non-first quality materials are sold "AS IS."
- Issues associated with the use of adhesives other than those recommended by Tarkett.
- Issues caused by moisture or alkali in the subfloor. Pre-installation moisture and alkali testing is required and must be made available to Tarkett upon request.
- Issues of discoloration or staining associated with subfloor contamination or markings that bleed through the flooring material.
- Problems caused by installation, uses and maintenance that are contrary to Tarkett's specifications, recommendations or instructions.
- Material installed with obvious defects not notified to Tarkett prior to installation.
- Exterior installations – Tarkett products are designed for interior applications only.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. To avoid Tarkett warranty exclusions, casters must be suitable for use on resilient flooring.
- Damage to flooring products from pallet jack and tow-motor traffic.
- Premature wear or deterioration from spikes and skate blade exposure.
- Variations in color or embossing between products, photography or printed color illustrations.
- Installation of Tarkett flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops. Defiant™ Oil and Grease-Resistant Rubber tiles are recommended in such situations.

- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.
- Shifting, cracking, or movement of the substrate or foundation.
- Hydrostatic pressure, flooding, standing water or moisture on the surface of the substrate.
- Issues related to exposure to heavy rolling loads (Light Commercial Products).

### **Warranty Disclaimer**

EXCEPT AS STATED HEREIN, TARKETT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE PRODUCTS DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN AUTHORIZED OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN. IN NO EVENT SHALL TARKETT BE LIABLE TO BUYER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF PROFIT ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

These warranties provide specific legal rights; these and other rights may vary from state to state.