

## HARBINGER LUXURY VINYL TILE WARRANTY

HARBINGER SERIES		COMMERCIAL		RESIDENTIAL
Contract		20 Year Light Commercial		Limited Lifetime
Essentials		20 Year		Limited Lifetime
Craftsman		20 Year		Limited Lifetime
The Quiet Zone (TQZ)		20 Year		Limited Lifetime
Signature Acoustic Click (SAC)		20 Year		Limited Lifetime
From Date of Purchase		Material Replac	ement*	Labor Costs
Within One Year	Supply new material of the same or similar grade to repair or replace defective material.		Harbinger will pay reasonable labor costs. Harbinger will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.	
After One Year, Within Two Years	Supply new material of the same or similar grade to repair or replace defective material.		Harbinger will pay fifty percent of reasonable labor costs. Harbinger will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.	
After Two Years, Within Twenty Years/Lifetime	Supply new material of the same or similar grade to repair or replace defective material.		Harbinger will not pay labor costs. Harbinger will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.	

All warranty claims must be submitted to Harbinger in writing, along with proof of purchase.

Harbinger warranties all of their first quality floor tiles and planks to the original purchaser against "wear out" for a period indicated above, providing the material was installed and maintained properly, and used as intended and recommended. "Wear-out" is defined as a complete removal of pattern and/or colour from normal traffic and maintenance. In the event "wear-out" occurs within the warranty, Harbinger will repair or supply replacement materials and reasonable labour costs providing professional installation were utilized when the floor was originally installed. This warranty gives specific legal rights; you may also have other rights, which may vary from state to state and province to province. Harbinger vinyl planks and tiles are warrantied to be free of any manufacturing defects. Any other implied warranty that the goods shall be fit for a particular purpose is hereby excluded. Harbinger accepts no responsibility for faulty installation or incorrect maintenance.

Harbinger recommends that its flooring products be professionally installed. If not, no labor costs would be included should there be a valid claim. The owner is responsible for final inspection of the product before installation. If the owner hires a third party to install the product, the owner is responsible for that party's judgment. Prior to installation, ensure that the product received is the correct style and color as well as to the customer's satisfaction. If there are any doubts, do not install the flooring and contact the retailer. Harbinger will not be held responsible for any costs relating to the installation of unsatisfactory or incorrect product. Products already installed will be deemed acceptable by the owner or installer and will not be considered for warranty. This warranty is subject to exclusions and limitations.

- 1. This general warranty or parts thereof are subject to exclusions and limitations. This warranty applies only to the original purchaser, to product in its original installation, is prorated and is not transferable. The original purchaser must keep the original receipt as proof of purchase. If a problem appears which is covered by this warranty, the original purchaser must contact the retailer within thirty (30) days of detecting the issue to describe the problem. Harbinger reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If the original product is no longer available, Harbinger may substitute with a reasonably comparable product.
- 2. Before installing, the product should be laid out, blending the planks/tiles from several boxes to determine optimum appearance. Harbinger is not responsible for labor costs to replace visibly defective product after installation. No person other than a Harbinger claims department representative is authorized to accept or refuse a warranty claim. No person is authorized to waive or modify the terms of this warranty. Harbinger reserves the right to designate a representative to inspect the flooring and remove samples for analysis prior to accepting or refusing any claim. No repairs, except for urgent ones, may be made until after such inspection or until Harbinger indicates that such inspection is not required.
- 3. Harbinger reserves the right to repair any product or use its own installer to replace it. If Harbinger repairs or replaces a product as a result of a warranty claim, the consumer is required to remove, store and replace all fixtures, furnishings and any items placed over the affected areas subsequent to the original installation. These costs are the consumer's responsibility.
- 4. Harbinger recommends that appropriate replacement stock of the product be kept if needed for future repair or replacement. If a defect covered by this warranty appears during the warranty period, Harbinger will, at its sole discretion, repair or replace the defective product according to the proration chart found in this document. The replacement product is warranted for the remainder of the original warranty period.

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<sup>\*</sup>Material replacement subject to exclusions and limitations.

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- 5. Residential warranties only apply to products intended for installation in non-commercial, owner-occupied, residential premises (single-family homes, condominiums, townhouses, etc.). Residential rental units fall under the commercial warranty only.
- Commercial warranties apply to areas that are considered as having light and moderate traffic including private offices, boutiques, bistros, hotel guest rooms, meeting rooms, multi-housing common areas and hallways.
- 7. Harbinger warrants to the original purchaser that, if properly installed, the product will remain free of manufacturing defects for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. The product is manufactured according to the floor covering industry's standards and tolerances in quality variation.
- 8. Harbinger warrants to the original purchaser that, if properly installed and maintained, the product will remain waterproof and its structural integrity will not be significantly diminished by topical exposure to water for the indicated period of time specified on the authorized retailer's sample, starting from the date of the original purchase. The product's integrity will not be affected by moisture. However, it is probable that mold or mildew growth can occur when excessive moisture flows over the edge of the flooring surface onto the subfloor or into other surrounding structures/building materials or where there is standing water. The product is not a moisture barrier.
- 9. This limited warranty excludes damage from mold and mildew growth due to prolonged exposure to moisture, damage to surrounding structures such as, but not limited to, subfloors, walls, fixtures, furniture, underlayment, trims or subfloor heating systems. This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring including, but not limited to, damage from subfloor hydrostatic pressure or other conditions that result in water or moisture under the floor. This warranty is subject to exclusions and limitations.
- 10. Failure to follow the provided installation instructions may void the warranty. Damage resulting from improper storage, handling or installation is not covered by this warranty as well as damage resulting from poor or defective workmanship. The products must never be installed outdoors. Cabinets or kitchen islands must not be installed on floating floors.
- 11. Before and during installation, the product must be inspected under sufficient lighting to detect any visible defects. Under no circumstance should defective products be installed. Harbinger will not be held liable for labor costs related to the removal of these defective products.
- 12. Any defective product must be put aside and the retailer must be informed in writing within thirty (30) days, after which no further claim will be accepted. Harbinger reserves the right to refuse a claim if the percentage of the defective product is less than 5% of total install. Color and gloss variations resulting from adding products to an existing installation are not covered by this warranty.
- 13. This warranty does not cover products that have been put through abnormal use or conditions or abused in any way. This includes, but is not limited to, damage from falling objects, damage caused by dragging objects or furniture, neglect, high heel shoes, pebbles or abrasive materials, and improper maintenance. To prevent such damage, any spill should be wiped up immediately, pet's nails should be kept trimmed, floor protectors should be installed under the legs of the furniture, and suitable mats should be used at all entryways.
- 14. This warranty does not cover any accidental damage to the product or any natural disasters that may damage the flooring. This includes, but is not limited to, damage from fire and smoke, floods, earthquakes, storms, broken pipes, discoloration or bond release from hydrostatic pressure, or any other plumbing related failures.
- 15. Problems resulting from improper subfloors (such as particle board, chip wood or pressed wood) or underlayment may void this warranty. Damages or noise (squeaking) resulting from excessive subfloor deflection, improper joist assembly, irregular subfloor or subfloors with voids are not covered by this warranty. This warranty does not cover damage from water or moisture trapped underneath the floor.
- This warranty does not cover loss of time, inconvenience or other incidental expenses incurred in removal or re-installation of affected material.
- 17. Failure to properly maintain and care for the product may result in voiding this warranty. Cleaning with inappropriate cleaners or use of non-approved sealers or finishes will void this warranty. Surface scratches are not covered by this warranty.
- 18. Material must be installed with Harbinger recommended adhesive in accordance with Harbinger specifications and installation guideline. Use of non-recommended adhesives voids the warranty.
- Only first quality goods are covered by this warranty. Product sold as second quality or as part of a promotion is considered sold "AS IS" and is not covered by this warranty.

THERE ARE NO WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. HARBINGER EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH.

WARRANTY CLAIMS MUST BE MADE TO:

HARBINGER NORTH AMERICA
TOLL FREE PHONE/FAX: 1-866-646-6519

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