UPTOWN AVENUE

Warranty

1) **Lifetime Residential Limited Warranty**
2) **25-Year Light Commercial Limited Warranty**

This warranty is given to the original retail purchaser and is not transferable to other parties. It covers only approved product applications as recommended.

All pre-installation guidelines, installation procedures, floor care, and maintenance must be in accordance with our instructions.

Product

We warrant our Uptown Avenue LVT product to be free from manufacturing defects for a specified length of time from the date of purchase, as set forth above, subject to the conditions below.

Installation

This warranty covers the material and reasonable labor costs if a professional installation was paid for when the floor was originally installed, provided that such floor is installed to the installation standards. This guide may be updated periodically. Please check our website for the most current guide/warranty.

Manufacturer Inspection Rights and Claims

Shall be allowed a reasonable time to inspect any flooring product claimed to be defective.

General Terms and Conditions

- The manufacturer's liability under this warranty shall be limited to the actual replacement cost of material and reasonable labor only.
- Incidental or consequential costs associated with repairing or replacing a damaged flooring product are not our responsibility.
- New or replacement flooring required to settle a claim is not guaranteed to match the existing installed flooring or retailer display samples.
- The manufacturer is not responsible for matching the flooring to other products, such as cabinets, stair railings, trim, and moldings.
- **NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
- Under no circumstances shall we be liable for loss or damage associated with special, indirect, incidental, or consequential damages.
- No installer, retailer, agent, or employee has the authority to increase or alter the obligations or limitations of this warranty.

This warranty shall be governed by, construed, and enforced by the laws of the State of Florida. Buyer or any derivative claimant hereby irrevocably submits to the jurisdiction of any Florida or Federal Court sitting in Alachua County, Florida, over any action or proceeding arising out of or relating to this Warranty or the Products purchased hereunder and agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in such court.

Replacement/Repairs

We reserve the right to repair any floors and/or use its source to obtain an installer for replacement flooring. You are responsible for clearing any items placed over the affected areas after the original installation. If a concern is covered within the warranty and does not exceed 5% of the installed floor,we will repair or replace the affected planks only. If we repair a floor, this warranty shall remain effective on this floor.

Limited Warranty

The Uptown Avenue LVT, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and unaddressed). The moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. This warranty does not cover flooding. This warranty excludes failures normally covered by homeowners' insurance, including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Damages caused by flooding or standing water from hydrostatic pressure or other casualty events are also excluded.

Exclusions

The warranty does not cover the following: Floors installed in saunas and/or showers. Damages caused by water include but are not limited to, appliance and plumbing failures, natural disasters such as floods, urine, or any standing water. Damages due to the use of adhesive or tape on the flooring surface; improper installation; the difference in color between products and samples or photographs; indentation or any damage from improper loading, including high heels, spiked shoes, rolling loads (motorized and non-motorized wheelchairs), chairs or other furniture not using floor protectors; discoloration; inappropriate end-user activities or abuse; fire and flood; exposure to extreme heat; water or moisture trapped beneath the floor; mold and/or mildew growth; insects; scratches and dirt build-up that require maintenance.

This writing is the complete and exclusive warranty statement in lieu of all other express and /or implied warranties. We assume no liability for incidental or consequential damages. This warranty gives you specific legal rights; you may also have other rights that vary from state to state. The sole remedy provided herein is the repair or replacement of defective products.