



SPC WARRANTY INFORMATION

BC BuildersChoice

WHO IS COVERED?

- All warranties outlined in this Limited Warranty are given solely to the original retail purchaser (end-user) of the product. For the warranty to take effect, the flooring must be paid for in full, installed and maintained correctly, and was only used for its intended purpose.
- Tuffcore products purchased online from internet retailers are not covered under this warranty, since there is no way to validate the handling, storage, shipping, installation, or sales practices of the source.
- Starting February 1st, 2020, all new National Flooring Products installations must be registered online within 60 days in order to file a claim.

REGISTER AT WWW.MY-NFP.COM UNDER THE "REGISTER MY FLOOR" TAB

WHAT IS COVERED?

- The limited warranties are subject to the Builder's Choice SPC flooring applications, limitations, disclaimers, and exclusions described below and are effective for floors purchased after February 1st, 2020. All warranties begin from the date of retail purchase.
- Moldings (materials ONLY) are covered under this limited warranty for 1 year from date of installation

TERMS OF MANUFACTURE WARRANTY

- Warranty durations and types will vary depending on the flooring products purchased. Please see the specific warranty found on every sample label or www.my-nfp.com for warranty duration. All warranty claims must be received in writing. The term of warranty is based on the receipt date of the purchase. All credits or replacement material will be arranged by the manufacturer.

All National Flooring Products Builder's Choice SPC lines have a manufacturer limited lifetime structural and 25 year finish warranty. Some clearly marked products are approved for 5 year light commercial limited warranty.

RESIDENTIAL USE (LIMITED 25 YEAR WARRANTY)

- Year 1: Repair or replacement of faulty material with labor up to maximum labor rate, if professionally installed.
- Year 2: Repair or replacement of faulty material with 50% of labor up to maximum labor rate, if professionally installed.
- Years 3-4: Repair or replacement of faulty material with 25% of labor up to maximum labor rate, if professionally installed.
- Years 5-25: Repair or replacement of faulty material only, if professionally installed. The percentage covered will be pro-rated after the 4th year. For example, for a professionally installed product, that is covered by a Limited 25 year warranty, the manufacture will repair or replace 5/25th (or 80%) of the defective product only.

LIGHT COMMERCIAL USE (LIMITED 5 YEAR WARRANTY)

- Year 1: Repair or replacement of faulty material with labor up to maximum labor rate, if professionally installed.
- Year 2: Repair or replacement of faulty material with 50% of labor up to maximum labor rate, if professionally installed.
- Years 3-4: Repair or replacement of faulty material only.
- Years 5-10: Repair or replacement of faulty material only, if professionally installed. The percentage covered will be pro-rated after the 4th year. For example, for a professionally installed product, that is covered by a Limited 10 year warranty, the manufacture will repair or replace 5/10th (or 50%) of the defective product only.

STRUCTURAL

- We warrant to the original retail purchaser that the flooring in its original manufactured condition will be free from defects in lamination and assembly for the warranty period.

FINISH

- We warrant to the original retail purchaser that the wear layer on the surface of the flooring planks will not wear through or separate from the core under approved residential or commercial use, when maintained in accordance with the recommended installation and maintenance guidelines for the length of the warranty (ex. 3-year, 25-year, lifetime). "Wear layer" is defined by the total thickness of the top 12mil protective layer. "Wear through" is defined as a complete loss of this finish wear layer, so that the printed décor film itself is affected and exceeds 2% of the installed area. Gloss reduction, indentation, scratches, and/or dull appearance are not considered a product defect or surface wear. The Elements SPC care and maintenance guidelines provided online at www.my-nfp.com are not intended to be an exclusive list. Please note, floors with a high gloss finish will tend to show scratches and dents more easily. These types of wear are considered normal.

QUALITY ASSURANCE

- The manufacturer warrants to the registered purchaser of our flooring products that the floor will meet the manufacturer quality standards. The intended end user and the installer should have a clear understanding of expectations of the color, installation, and layout. Carefully inspect the products before installation for any milling, dimensional, or visual defects. Since SPC is imitating a natural product, there will be natural variations in color, tone, texture, and graining that are not covered by this warranty. Flooring color

variations or darkening are a natural occurrence and may be due to exposure to sunlight or natural aging. The samples may not always exactly match the actual flooring received. Inherent variations in grain or color are not considered as manufacturing defects. This pre-installation warranty expires upon installation.

WHAT ARE THE CONSUMER'S RESPONSIBILITIES UNDER THIS WARRANTY?

- You must register your new floor at www.my-nfp.com within the first 60 days after installation. The manufacturer may request proof of pre-installation moisture documentation from you when submitting a claim under this warranty. The manufacturer strongly advocates the use of licensed, experienced installers for best results. If using a professional wood flooring licensed installer, you may be asked for the name and license number when submitting a claim.
- The installer must thoroughly inspect every flooring plank in each carton before permanent installation. The manufacturer is not responsible for any labor or damages incurred by delivery delays, flooring product not matching the samples, wrong product installed, dye lot (mismatch), installation, or jobsite conditions. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins.
- To ensure repairs can be made in the future, it is required a minimum of 2% of the floor be kept in unopened boxes in a temperature-controlled room. This 2% can be used by the manufacturer for plank replacement as needed.
- The flooring must have been installed in accordance with all manufacturer installation guidelines.
- A minimum of 5% extra material should have been added for waste factor to the actual footage needed as allowance for product culling, cutting, waste, and mismanagement.
- Maintenance must be properly performed as needed in accordance with the manufacturer care and maintenance guidelines.

WHAT IS THE MANUFACTURER'S RESPONSIBILITY UNDER THIS WARRANTY?

- **PRE-INSTALLATION** - Should the material be doubtful as to grade, manufacturing, texture, color, graining, dye lot, excessive shipping damage, factory finish, those defective materials shall not be more than 5% of total. If the manufacturing defects exceed 5%, the manufacturer will supply additional material for replacement and cover standard shipping fees to the retailer.
- If any of the covered events occur within the warranty period, the manufacturer will furnish another comparable flooring that it manufactures (of similar pricing, specifications, and quality) for either the repair or the replacement flooring material of the defective area, at the manufacturer's sole discretion. SPC floors that were installed correctly will be eligible for labor cost reimbursement up to \$2.49 per square foot of the installed area. If the floors were installed incorrectly by a non-licensed installer, the manufacturer assumes no responsibility for any labor cost associated with such repairs or replacement. In the event that we are unable to correct the problem after a reasonable number of attempts, or if the replacement or repairs fail in the same manner a second time, we will refund the wholesale portion of the purchase price for the section of failed flooring.

- These warranties do not cover removal or replacement of cabinets, electrical fixtures, plumbing fixtures, handrails, transitions, moldings, furniture, or any other fixtures of the jobsite/home. These are the exclusive remedies under this warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

WHAT IS NOT COVERED UNDER THIS WARRANTY?

- Damage caused by fire, flooding, and other natural disasters.
- Damage caused by negligence, accidents, misuse, abuse, or man-made disasters.
- Damage caused by vacuum cleaner beater brush or hard heads.
- Damage caused by appliances, furniture, and casters.
- Damage caused by cutting from sharp objects, tape, adhesive, or burns.
- Damage caused by the use of NON-APPROVED cleaning products or methods such as: wax, wood polish, alkaline products, any abrasives, wet or steam mopping, etc.
- Construction or installation related damage. (Examples: chips, dents, scratches, etc.)
- Reduction in gloss, scratches, or indentation due to sand, pebbles, other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required.
- Reduction in gloss or any finish distortion from removing any adhesives or chemicals.
- Mold or mildew growth from over cleaning, steam mops, leaking pipes or any other water sources.
- Color, shade, or texture variations between samples or replacement flooring and the actual material.
- Product warping, buckling, cupping related to any water related occurrence (floods or extreme wet mopping).
- Fading or color change due to UV rays from direct sunlight.
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection, or voids in the subfloor.
- Noises (squeaking, popping, crackling, etc.) associated with subfloor movement.
- Naturally occurring characteristics such as variations in the printed layer/film, graining, color, mineral streaks, and knots.
- Seasonal gapping caused by natural expansion and contraction resulting in separation between boards, or damage caused by low or excessive humidity.
- Floors installed in rooms with extreme direct sunlight or external heat sources where the surface temperature of the floor drops below 10°F or exceeds 142°F.
- Floors damaged from in-floor radiant heat, from the use of rugs, mats, or mattresses laid directly on the floor, or any solid surface item that causes the floor to overheat.
- Floors installed over substrates with excessive moisture (MC/RH), and/or installed without an approved moisture barrier/retarder.
- Floors installed with NON-APPROVED adhesives. All bond and moisture related warranties comes solely from the manufacturer of the adhesive and moisture retarders. The manufacturer of the flooring is not liable for bonding or moisture related warranted failures.
- Floors installed with NON-APPROVED underlayment or padding. All padding, vapor barriers, and underlayment must be specifically approved for use under our SPC floors.

- Floors installed over in-floor radiant heating systems that were not approved. The in-floor radiant heating system must meet all requirements specified in the Elements SPC manufacturer installation guidelines. Gapping between boards may occur on any plank flooring installed over an in-floor radiant heating system and is not considered a defect.
- Floors damage caused by in-floor heating element not embedded minimum of 1/2" into the substrate.
- The warranty does not apply to products designated as "BARGAIN," "CABIN GRADE," "SECONDS," "CLOSE-OUT," "DISCONTINUED," OR "NON-STANDARD." SUCH PRODUCTS ARE SOLD "AS IS."
- Commercial installations, unless otherwise notated pre-installation. Approved commercial installation types are as follows:

MEDICAL FACILITY:

- Storage Room, Waiting Room, Patient Room, Examination Room

RETAIL:

- Product Display Area, Boutique, Sales Floor, Showroom, Hair Salon (excluding damages to finish caused by chemicals)

HOTELS:

- Conference/Meeting Rooms, Rooms, Bathrooms

OFFICES BUILDINGS:

- Office, Conference/Meeting Room, Showroom, Dining Room, Break Room, Hallways

SCHOOLS:

- Training & Meeting Room, Common Area
- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, EXTREME wet mopping spills, steam mopping, damage, or unapproved cleaning agents.
- Installation defects, including but not limited to, installations made: (i) upon improper acclimation; (ii) in violation of applicable state or local housing or building codes, or (iii) by non-licensed installers, (iv) contrary to written instructions furnished with the product.
- YOUR EXCLUSIVE REMEDY AND MANUFACTURER'S SOLE LIABILITY OF ANY CLAIM, WHETHER IN TORT, CONTRACT, OR BREACH OF WARRANTY, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE APPLICABLE PURCHASE PRICE OF THE DEFECTIVE GOODS AS SPECIFIED HEREIN. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY NEGLIGENCE, SHALL MANUFACTURER HAVE ANY OTHER LIABILITY (INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) OR ANY MONETARY LIABILITY TO YOU IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION.
- FOR CERTAIN PRODUCTS, ANY OR ALL DISPUTES ARISING OUT OF MANUFACTURER'S TUFFCORE FLOORING PRODUCTS OR THIS WARRANTY SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, PURSUANT TO THE RULES OF AMERICAN ARBITRATION ASSOCIATION. ANY TRIALS BY JURY ARE EXPRESSLY WAIVED.

- THIS WARRANTY DOES NOT APPLY TO DISCONTINUED ITEMS, CLOSE OUT ITEMS, OR ITEMS SOLD "AS IS." ALL SUCH PRODUCTS ARE SOLD "AS IS" AND SHALL NOT HAVE ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY (EXPRESS OR IMPLIED), WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EXPRESS OR IMPLIED), OR ANY OTHER WARRANTIES REQUIRED BY LAW OR FACT.
- SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.
- NO RETAILER, DISTRIBUTOR, MANUFACTURER, EMPLOYEE, OR SALES AGENT REPRESENTATIVE HAS THE AUTHORITY TO ALTER THE OBLIGATIONS, LIMITATIONS, DISCLAIMER, OR EXCLUSIONS UNDER ANY OF OUR WARRANTIES. WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OUR WARRANTIES. MEANING ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. OUR LIMITED WARRANTIES CONSTITUTE THE ONLY EXPRESSED WARRANTIES FOR THE PRODUCT PURCHASED.



WHAT SHOULD THE CONSUMER DO IF THERE IS AN ISSUE WITH THEIR TUFFCORE FLOOR?

In the event of a claim, please contact the retailer where the flooring products were purchased. The retailer will fill out all claim forms and notify National Flooring Products. Claims may take up to 60 days to process. A National Flooring Products representative will contact the homeowner to schedule any inspections and repair work if the manufacturer deems the claim is warranted.

Please keep all your product registration, pre-installation, and post-installation receipts including but not limited to your sales receipt, pre-installation moisture test, photos, installer's name, phone number, and license number. Information regarding the claimed defect, date, and proof of purchase must be provided.

GENERAL DISCLAIMER

National Flooring Products has attempted to the best of its ability to provide accurate information on all marketing media and informational documents. To our knowledge, the information contained within the website and all published documents are correct. By exploring and using this information, you agree not to hold National Flooring Products liable for using this information. National Flooring Products shall in no way be held liable for any damages resulting from, coming out of, or in relation to the use of the information. Pictures and related documents may contain technical inaccuracies or typographical errors. National Flooring Products reserves the right to make changes, additions, and removal of any documents, information, or graphics in this website at any time without notice. All information provided on this website is copyrighted and may not be reproduced without written consent. © 2020

PRODUCT DISCLAIMER

Real wood flooring is a natural product with resulting variations in graining, hardness, color, tone, sheen levels, and texture. Tuffcore Vinyl and Laminate products are made to look like wood flooring and are manufactured to resemble natural products with the same variations in graining, color, tone, sheen levels, and texture. National Flooring Products has attempted to the best of its ability to provide reliable representation all of its products and their features, but cannot be held liable for these variations. National Flooring Products has provided pictures as a courtesy to our customers and due to the nature of photography and digital representations we cannot guarantee that the physical product will look exactly like the pictures or the images contained within the website or on any printed media. It is recommended to obtain an actual sample of the product prior to ordering. It is the customer's responsibility to inspect all flooring prior to installation for any visible natural variations or pre-installation manufacturer defects. Installations of the flooring with any visible defects constitutes acceptance of these defects and cannot be claimed under any warranty after installation. All warranties are provided solely by the manufacturer of the product, not all products are manufactured by National Flooring Products. In the event of a claim, National Flooring Product's customer service team will assist the customer, but it is ultimately between the customer and the manufacturer to resolve. All transitions, vents, stair treads, and risers have a one-year finish manufacturer warranty from the date of purchase. Any transitions, vents, or special items that are installed or altered in any way are not eligible for return or credit. All sales of special-order items are final.