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DIVINE
FLOORING

VINYL

DIVINE FLOORING RESIDENTIAL WARRANTY PROGRAM

Applicable to all branded DIVINE Flooring luxury vinyl flooring (LVF) collections.

INTRODUCTION

DIVINE Flooring offers this present **Residential Warranty Program** on all DIVINE Flooring LVF products **purchased after March 1st, 2015** when installed and maintained in accordance with DIVINE Flooring requirements specified in our DIVINE Flooring LVF Installation Instructions and in our DIVINE Flooring LVF Maintenance Instructions.

This warranty covers all branded DIVINE Flooring LVF Collections and applies solely to Interior Residential Installation for normal Residential traffic and usage conditions, and with proper care protection, prevention and maintenance.

This warranty applies only to the original purchaser of the floor and to flooring in its original installation. This warranty is not transferable.

DIVINE Flooring also offers **Commercial Warranty Programs** for Structural and Finish Wear Warranty on all prefinished DIVINE Flooring LVF Collections products purchased after March 1st, 2015. These warranty programs are custom designed and personalized for each type of project or application between Light Commercial application vs Heavy Commercial applications.

** Contact your DIVINE Authorized Dealer for these Commercial Warranty programs.*

OWNER AND INSTALLER RESPONSIBILITIES

LVF (Luxury Vinyl Flooring) is a vinyl material that possesses certain unique characteristics. DIVINE Flooring LVF Collections are made in accordance with the highest Industry Standards of quality.

Standard trade practice allows for up to a 5% margin of error for imperfections, visual variances and minor manufacturing defects.

The following requirements are the responsibility of the floor's owner and the installer, even if the owner is absent at time of installation:

- Prior to installation, the installer and owner must ensure that the site / work environment and subfloors preparation meet or even exceed minimal specifications listed in the DIVINE Flooring LVF Installation Instructions.
- Prior to installation, the installer and owner should conduct a final inspection of material to be installed. Once installed, all material is accepted.
- During installation, the installer should not use or install planks that raise doubts about visual, color, manufacturing quality or finish quality. DIVINE Flooring, will replace only defective planks, installed or not installed, exceeding the 5% margin of error allowed by the Industry standards.

DIVINE Flooring shall in no case be liable for installer's lack of judgment or poor quality of installation.

Once installed, all planks are deemed as having been accepted by installer and owner, even if owner is absent at time of installation.

No CLAIMS will be accepted for problems or defects arising from improper Installation. **No CLAIMS** will be accepted for problems or defects arising from improper protection or lack of preventive care and maintenance.

Using different maintenance products other than those suggested in our DIVINE Flooring LVF Maintenance Instructions will void the warranty!

EXCLUSIONS DUE TO CERTAIN INHERENT PROPERTIES OF VINYL

Vinyl products are temperature sensitive prior to installation and after installation. If, prior to installation, DIVINE Flooring LVF products are not acclimated to room temperature (between 65°F and 85°F) at job site between 24 to 48 hours, and if, post-installation, LVF products are not continuously maintained at such temperature, damage incurred may not be covered by your warranty.

Moreover, over time exposure to daylight and extreme sunlight can alter the surface exposed and can change color or sheen appearance of the flooring surface.

These natural occurrences are excluded from the present warranty.

DIVINE FLOORING RESIDENTIAL WARRANTY / TERMS AND CONDITIONS

DIVINE Flooring guarantees the original purchaser that its DIVINE Flooring LVF (Luxury Vinyl Flooring) floors are free of any manufacturing defects, including staining and finish, exceeding the 5% margin of error allowed by the industry standard.

DIVINE Flooring guarantees that the product will remain free from defects in manufacturing and dimension when used under recommended environmental conditions.

STRUCTURAL LIMITED RESIDENTIAL WARRANTY

DIVINE Flooring guarantees the original purchaser a **35 Years (Thirty-five) limited warranty** on the structure of the planks. The structural warranty is valid if recommended installation conditions and temperature conditions are met, including product acclimation for 24 to 48 hours to room temperature prior-installation and maintaining room temperature after installation. Subfloor pre-installation evaluation and subfloor preparation must meet the requirements specified in the DIVINE Flooring LVF Installation Instructions.

DIVINE Flooring further guarantees the patented Locking System on its DIVINE Voyage Collection will not gap or separate when correctly installed in accordance with DIVINE Flooring requirements specified in our DIVINE Flooring LVF Installation Instructions.

WATERPROOF LIMITED RESIDENTIAL WARRANTY

The floor plank is warranted to be 100% waterproof and the structural integrity of the plank will not be significantly diminished by exposure to water for the life of the product. While moisture will not affect the floor's integrity, it is probable that, when moisture accumulates in buildings or on building materials, mold, and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). Waterproof warranty excludes damage resulting from mold/mildew growth due to prolonged exposure to moisture. If the floor plank is structurally compromised, resulting from exposure to water, DIVINE Flooring will arrange a pro-rated credit based on the terms outlined below in the section "Terms of Limited Residential Warranty".

WEAR FINISH LIMITED RESIDENTIAL WARRANTY

DIVINE Flooring guarantees the original purchaser that the wear finishes applied on its DIVINE Flooring LVF (Luxury Vinyl Flooring) plank floor will not separate, delaminate, rip or tear, or wear through the wear layer to the printed surface of the plank flooring for a period of **35 (Thirty-five) years** from the date of purchase, when used **under normal residential traffic conditions**. Surface wear damages must be easily visible and cover at least 10% (ten percent) of the total flooring surface area.

STRUCTURAL AND WATERPROOF LIMITED WARRANTY EXCLUSIONS

All damage caused by, but not limited to, the following:

- Installation that fails to meet the requirements specified in the current DIVINE Flooring LVF Installation Instructions document at the time of purchase
- Damage caused from weather conditions (flooding) or water leaks, or similar natural situations
- Construction and installation related damage or defects made in violation of applicable housing building code
- Interior conditions that differ from recommended environmental conditions, particularly extreme heat or extreme moisture environment
- Moisture migration from subfloor – Moisture intrusion - Site conditions
- Damages resulting from mold and mildew growth due to prolonged exposure to moisture
- Excessive exposure to sunlight or daylight
- Exterior application
- Transportation
- Storage

FINISH WARRANTY EXCLUSIONS

Gloss reduction, gloss variation and color changes are excluded, as these are natural occurrences of the surface wear and tear process.

All damages (e.g. impact marks, indentations, dents, punctures, cuts, burns, fire, surface scratches, spills, gauges or abnormal wear) caused by, but not limited to, the following:

- Maintenance that fails to meet the requirements specified in the DIVINE Flooring LVF Maintenance Instructions document
- Use of maintenance care products other than those recommended for DIVINE Flooring
- Negligence / Accidents / Misuse or Abuse
- Damages caused by vacuum beater bar, steam cleaner
- Spiked or high-heeled shoes
- Abuse caused by items such as: roller skates, golf shoes, etc.
- Water, Wet mopping or excessive moisture sources
- Pebbles
- Sand or other abrasives
- Asphalt staining and staining from rubber mats
- Pet claws
- Cracking, warping, soiling, fading, etc.
- Fading or discoloration resulting from contact with or exposure to chemical or oil spills
- Minor shading, color or finish texture differences between samples and delivery products
- Insufficient floor care protection and prevention
- Insufficient protection, particularly in entryway, under appliances, under furniture and casters

Note: The DIVINE Flooring LVF (Luxury Vinyl Flooring) accessories such as transition accessories, stair nosing, reducers, etc. are not covered by this Residential Warranty

GENERAL WARRANTY LIMITATIONS AND EXCLUSIONS

Whenever this warranty is applicable, DIVINE Flooring liability is limited to the replacement or repair, at DIVINE Flooring's choice, of the planks presenting a defect covered by the warranty in excess of the 5% margin of error allowed by industry standards.

Whenever this warranty is applicable, DIVINE Flooring's financial responsibility is limited to the cost of replacement planks or defective flooring portion, up to the total purchase price of the floor, in accordance with the original purchase invoice provided by the original purchaser and to the "Terms of Limited Residential Warranty" mentioned below. DIVINE Flooring will not assume any other costs, including labor, freight, installation, accommodation, meals, moving and cleaning incurred in the removal or reinstallation of the affected materials, and in any incidental or consequential damages.

TERMS OF LIMITED RESIDENTIAL WARRANTY

If the product is found to be defective or otherwise fails to perform as warranted, DIVINE Flooring offers the following warranty coverage's:

- **Within One Year of Purchase:** If a valid claim, as covered by this warranty, that is reported in writing to your DIVINE Authorized Dealer with supported pictures within one year of purchase, DIVINE Flooring will at its sole discretion either supply the material or replace the defective portion with new product of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer: DIVINE will also pay for a reasonable labor cost to repair and/or replace the defective planks.
- **Between Year One to Five:** If a valid claim, as covered by this warranty, that is reported in writing to your authorized DIVINE Flooring Dealer with supported pictures after one year and within 5 years of purchase, DIVINE Flooring will at its sole discretion either supply the material or replace the defective portion with new product of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer: DIVINE will also pay 50% for a reasonable labor cost to repair and/or replace the defective planks.
- **After Five years:** If a valid claim, as covered by this warranty, that is reported in writing to your authorized DIVINE Flooring Dealer with supported pictures after five years of purchase but within the warranty period specified, DIVINE Flooring will at its sole discretion either supply the material or replace the defective portion with new product of the same or similar quality at no charge to the customer. Labor costs are not included.

DIVINE Flooring reserves the right to repair any floor and/or to use its own source to obtain an installer for replacement flooring. In the event that DIVINE Flooring repairs a floor, this warranty shall remain in effect with respect to such floor.

DIVINE Flooring reserves the right at any time to modify or discontinue any of its products and will not be liable for product changes. If the original product or color is no longer available, DIVINE Flooring may substitute with reasonably comparable products.

The warranty applies only to the original purchaser with purchased invoice and to flooring in its original installation. This warranty is not transferable. The warranty does not apply to products that have not been paid for in full. And products that were bought "as is" or "as second" or "as defective" or "on liquidation" with large priced rebates / discounts.

The warranty does not apply to products purchased via Internet or from an unauthorized DIVINE Flooring dealer.

TO FILE A CLAIM

To file a claim under this warranty program, first contact the DIVINE Flooring Authorized Dealer where the original purchase was made. A written notice of claim must be filed with DIVINE Flooring within the warranty coverage period, and no later than 6 (six) months after the occurrence of the problems giving rise to the claim.

Date of purchase, identity of the original purchaser, and original invoices proving the purchase of the flooring will be requested.

The floor must have been purchased from a DIVINE Flooring Authorized Dealer and paid for in full. The purchase of DIVINE Flooring from an unauthorized dealer or via the Internet will void the present manufacturer's warranty.

If the Authorized Dealer is unable to reply to the claim, please contact DIVINE Flooring directly by mail or by internet (email) with all supporting information and pictures, at the following address:

DIVINE Flooring

Att: Technical Services Department
235075 Ryan Road, Rocky View, Alberta, Canada, T1X 0K3

Phone: 403-723-4100 Fax: 403-723-2338

Email: technical@divinefloor.com

A technical service agent will assist you with some basic information and will also send you a form to be completed and returned to DIVINE Flooring. DIVINE Flooring reserves the right to have a designated representative inspect the floor and remove samples for analysis.

The representative will then report findings within a reasonable amount of time.

It is important that you save all original invoices (i.e. purchase, delivery, installation, etc.), the DIVINE Installation Instructions for the selected DIVINE Flooring product and any information about your DIVINE Flooring authorized dealer, installer and products purchased.

Note: In the event of a discrepancy between any DIVINE Flooring documents and the present document, the latter shall prevail.