MAINTENANCE AND LIMITED WARRANTY



MAINTENANCE AND CARE INSTRUCTIONS

- After installation sweep and dust all debris, and or vacuum using a soft bristle head.
- When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears. Damages caused by moving heavy objects are not covered in the warranty.
- Use floor protectors on furniture to reduce indentation. As a general rule, the heavier the item, the wider the floor protector needed.
- Wipe up spills as soon as possible. Never use highly abrasive scrubbing tools on any resilient floor.
- Wash with damp mop using soft non detergent soap
- Do not use rubber- or latex-backed mats (except where noted) because the chemical (antioxidant) they often contain can permanently stain your floor.
- Do not use detergents, abrasive cleaners or "mop and shine" products they may leave a dull film on your floor.
- Do not use paste wax or solvent-based polishes.
- Do not use rolling casters as they can damage the floor.
- Do not use a beater bar when vacuuming because it can visibly damage the floor surface.
- Do not use highly abrasive scrubbing tools.
- Do not use a commercial cleaning machine on the floors.
- Make sure that the floors are adequately protected during installation if other trades are working within the environment.

Damage caused by workers within the installation area is not covered under warranty....

- It is recommended for residential and mandatory for commercial applications that protective floor matting is used in entrances. Do not use rubber backed matting as it is known to discolor all-wear layers and is not covered under warranty
- Place a walk-off mat at outside entrances to reduce the amount of dirt brought into your home. Do not use mats with a latex or rubber backing since these backings can cause permanent discoloration.
- Place protective mats under office chairs.

LIMITED WARRANTY INFORMATION

What & Who is covered under the limited warranty?

SPC Flooring that is installed using the product installation guide and maintenance instructions, except for flooring sold "as is" or 2nd quality without warranty or otherwise noted on invoice. The limited warranty only applies to the original buyer or installation site owner. Proof of purchase receipt / invoice is required. This warranty is non-transferable to subsequent owners.

Manufacturing defect must be reported within 30 days of first notice of defect in installed area.

Before Installation:

It is the buyers / installers responsibility to check and verify that all products are free of visible defects. Once the flooring has been installed it has been deemed visually acceptable to the standards of the buyer's or installation site owner's expectations. The subfloor must be inspected to make sure, the surface is clean, flat and stable. The subfloor must be structurally stiff / strong and have bare minimal deflection. The deflection allowance must be within standard building codes. Our Floor Prep and Installation Guide must be carefully followed with all installations, otherwise the warranty will be void.

After Installation:

Avoid scrubbing or washing the floor for 48 hours and keep traffic to minimum.

Waterproof definition and limited warranty:

SPC flooring is waterproof and when exposed to water this product will not swell, buckle or lose integrity and will continue to create a secure bond. It is highly recommended to cleanup any spills as soon as possible. In case of flooding or standing water SPC flooring will not act as a waterproof barrier to the surrounding structure and or sub floor. Any damage to the sub floor or surrounding structure caused by standing water or flooding is not covered by this warranty.

Limited Warranty:

• Xylon warrants its SPC flooring shall be free from defects in workmanship and material; for a period of 25 years for residential use, 7 years for light commercial use on products with 12 mils wear layer, and 10 years for light commercial use on products with 20 mils wear layer. The limited warranty commences from the date of installation.

If any floor coverings are defective in workmanship or material and covered by this limited warranty within the specified time frame, the company shall, provide same or similar color, pattern, quality products for the repair of the defective area. This limited warranty is subject to the following conditions: (1) the flooring must have been installed and maintained in accordance with the company's installation / maintenance & care instructions in an area for which the company has specified as suitable for use; (2) it is the buyers & installer's responsibility to inspect and approve all material prior to being installed. Any flooring material installed with visible defect is not covered by this limited warranty; (3) the defect must not have been caused by extremes of temperature, chemical reaction, corrosion, or from any abuse of abnormal usage; (4) any claim must be brought to the Company's attention, in writing, within the stated period; and (5) the Company must be given the opportunity to inspect the installation and investigate the claim (6) Proof of purchase invoice with date / purchasers name must be presented

Claim Procedures:

In the event of a claim, the appropriate completed claim form, pictures, proof of purchase invoice should be submitted. The claim must be submitted through the company from which the product was purchased. Upon receipt of the written claim, we will work expeditiously to settle the matter but reserves the right to inspect the floor and remove samples for lab testing. Upon approval of the warranty claim, Xylon will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must comply with such instructions within thirty (30) days after the claim is approved or your rights under the limited warranty will be deemed waived.

What is not covered by limited warranty:

• Labor costs to install or uninstall products, loss of enjoyment or inconvenience or any other costs beyond the replacement of the defective products.

- Damage caused by vacuum cleaner beater bar, rolling caster wheels, and cutting from sharp objects. Damage caused by abuse such as moving appliances across the floor without adequate protection. When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears.
- Damage caused by moisture to surrounding structure, walls, sub floor, fixtures, furniture, underlayment, moldings, trims, sub floor heating elements or anything that is not the structural integrity or dimensional stability of the floor plank or tile.
- Damage resulting from mold and mildew growth due to prolonged exposure to moisture. While moisture will not affect the structure of the plank or tile, when excessive moisture accumulates (and in particular remains undiscovered or unaddressed) mold and/or mildew growth can occur. A moisture test must be performed to determine if excessive moisture exists in the subfloor. When installing over concrete, a calcium chloride moisture test must be performed. Readings greater than 5 lbs/1,000 sq. ft./24 hours are unacceptable for installation. If a moisture meter is used, a reading greater than 4.5% is unacceptable. A polyethylene film vapor barrier must not be used over wood subfloors. Moisture readings of wood subfloors must not exceed 14% throughout the entire installation.
- Discoloration from mold or flooding, leaking plumbing or appliances, water entering through doorways that lead outside.
- Damage caused by fire, flooding, exposure to standing water or intentional abuse.
- Flooring that has been over heated due to sunlight or poor temperature control.
- Flooring that is installed outdoors.
- Flooring that is used in areas beyond the applications guideline listed below or any other area where there is extreme heavy traffic which is not suitable based on the guideline.
- Staining from use of mats not labeled "non-staining"
- Indentation or damage from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors
- Gloss or sheen reduction or scratching is not surface wear and is not covered by these limited warranties.
- Minor color, shade or texture variations between samples or printed color photography and the actual material.
- Floors that are sold as 2nd quality without warranty
- Floors where commercial cleaning machines are used
- Damage to the locking mechanism caused by excessive deflection in the substrate, improper underlayments installed underneath the flooring, from improper rolling loads and direct contact from castor wheels, dynamic pressures and loads from electric wheel chairs is not covered.
- Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting.
- Flooring issues, conditions, damage or defects caused by improper installation techniques. Inadequate sub floors or sub floor preparation, and or flooring installed against standard accepted industry practices.
- Damage to the click system or product in general due to sub floor that is not structurally sound, level and completely dry.

Floor must be level to 4.7mm per 3m radius (3/16" per 10 foot radius). Maximum deflection should be no more than 1.1mm (3/64")." If sub floors are not within these parameters warranty is void.

- Flooring issues that arise where our companies Floor Prep and Installation guidelines or generally accepted installation techniques are not carefully followed.
 - Flooring issues that arise where extremely heavy objects or permanently secured objects such as cabinets or kitchen islands are installed directly over floors where the floor is unable to move freely for expansion or contraction that may occur.
 - Damage caused to the products due to expansion and contraction which occurs, when the following generally accepted installation guidelines are not followed; 3/8 Inch 10mm space between the walls or any other obstructions such as pipes, stairs, pillars, kitchen Islands etc... are required in order to allow the products to expand & contract. With a 3/8 inch -10mm-Space between the starting point of the planks and walls or any other obstructions a maximum 100 feet length can be installed without the use of transitions.

Workmanship:

Xylon does not warrant workmanship issues or errors in installation that cause any damages to the products or surrounding structures. We highly recommend products to be installed by professional installers who have demonstrated their expertise.

Application Guidelines:

<u>12 mils Wear Layer</u> – Residential use including multi family residences in any room except garage / patios. Light Commercial use with <u>lighter foot traffic</u> such as privately owned small retail stores, small daycares, small salons, dentist offices.

20 mils Wear Layer - Residential use including multi family residences in any room except garage / patios. Light Commercial use with **Medium foot traffic** such as Retail Stores, Daycares, Salons, Restaurants, Doctors / Dentist offices, any other areas except where there is heavy traffic.

Limitation of Remedies:

The sole and exclusive remedy for any damage or loss in any way connected with Company's product, whether due to Company's negligence or breach of any other duty, shall, at the Company's sole option, consist of delivering replacement products of similar color / quality & pattern, in Company's sole judgment, is necessary to replace any defective flooring. Company's liability shall in no event exceed that expressly set forth herein, irrespective of the basis for any claim, including but not limited to claims for breach of contract, breach of warranty, negligence, strict liability or tort. Under no circumstances shall Company be liable for incidental or consequential damages. No employee, agent or distributor of Company or any other person is authorized to state or imply any additional warranties on behalf of the Company, or to assume for the Company and other liability in connection with any of its products, unless made in writing and signed by an officer.

- Xylon reserves the right of final judgment and may refuse claims in certain instances.
- Xylon will not pay for the loss of time, inconvenience or other consequential or incidental damages or expenses incurred during the initial installation and the subsequent removal and/or re-installation of affected material, including clearing any items placed over the finished flooring and affected area subsequent to the original installation

General:

This Order constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the parties concerning the subject matter hereof. Company objects to, and shall not be bound by, any terms or conditions of Customer's purchase order or invoice which attempt to impose on Company any terms or conditions at variance with or materially different from Company's terms and conditions as set forth herein. The terms and conditions set forth herein are intended to be complete and exclusive of any additional terms and conditions and cannot be subsequently amended or modified, except in writing signed by an officer of Company. If any provision hereof is determined to be invalid or illegal by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain enforceable and in full force and effect.

These limited warranties are not transferable. They extend only to the original end consumer. Samples, descriptions, and other information concerning the product contained in Xylon catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon Xylon. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify Xylon warranties. The provisions of these limited warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of Xylon.

THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SLIP RESISTANCE, FIRE RESISTANCE OR ANY OTHER SAFETY FACTORS NOT SET FORTH IN COMPANY'S SPECIFICATIONS) AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.