

# LIMITED LIFETIME RESIDENTIAL WARRANTY FOR WATERPROOF WOOD FIBER FLOORING



The Choice Plank Wood Fiber Flooring warranty applies to the original purchaser of the flooring for residential or light commercial use and is not transferrable. For the warranty to be effective, the flooring must be installed, cared for, maintained, and placed in service conditions according to the manufacturer's installation instructions.

## **Limited Manufacturing Defect Warranty**

Healthier Choice Flooring LLC warrants the flooring in its original manufactured condition to be free from defects in material and workmanship, including milling, assembly, dimension, and grading, for a period of one year from the date of purchase.

## **Limited Lifetime Residential Wear Warranty**

Healthier Choice warrants that for the duration of the service life of the flooring and under normal residential conditions and uses, the wear layer will not wear through from foot traffic to the point of exposing the substrate layer of the flooring.

## **Limited Lifetime Residential Waterproof Warranty**

Healthier Choice warrants that for as long as the flooring is in service, top surface water exposure from normal residential activities and uses, when removed within 24 hours, will not damage the structural integrity of the flooring.

## **Limited Lifetime Residential Structural Integrity Warranty**

Healthier Choice warrants that for as long as the flooring is in service, under normal residential conditions and uses, the cohesion between the layers of the product will remain intact, and the flooring will remain stable.

### **Definitions:**

1. "Residential Use" means the original purchaser owns and resides in the home where the product was installed. It excludes rental and leased properties.
2. "Finish Wear Through" is defined as "complete finished wear layer removal exposing the core layer and affecting at least 10% of a total floor installation project" due to normal foot traffic.
3. "Waterproof" means water exposure resulting from normal residential activities, when removed within 24 hours, will not damage the integrity and stability of the flooring.
4. "Structural" is defined as "the cohesion between the composites or layers of the product," which will remain intact when installed, cared for, maintained, and placed in service conditions according to the manufacturer's instructions during the service life of the product. The attached backing (i.e., EVA foam) is not part of the composite unit. Therefore, it is excluded. The decorative layer of the wood fiber floor is resistant to color changes from light exposure. But it is not absolutely light colorfast. Exposure to light will affect the appearance of the floor. The level of change is dependent on the intensity of the light and length of exposure. Healthier Choice LLC does not warrant against appearance changes in the planks. Any samples, photos, or models are for demonstrative purposes only, and they do not create a warranty of any kind that the goods you purchased shall conform thereto. Healthier Choice LLC does not warrant variations between samples, photos, models, or installed flooring.

## **Terms of Limited Lifetime Residential Warranties:**

- **Within One Year** – Claims for confirmed manufacturing defect within one year of purchase. Healthier Choice will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- **Year One and Year Five** – Claims for confirmed manufacturing defects submitted after year one and before year five. Healthier Choice will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- **Year Five and Year Ten** – Claims for confirmed manufacturing defects submitted after year five and before year ten. Healthier Choice will arrange a credit based on the applicable purchase price but no labor cost. After Ten Years - Claims for confirmed manufacturing defects are submitted after year ten. Healthier Choice will provide products to repair the defective areas of the floor at no labor cost. If the flooring model is no longer available, other reasonable arrangements will be substituted.

## **This warranty is subject to the following conditions:**

- The flooring must be installed properly in accordance with the manufacturer's installation instructions and for its intended purpose as flooring.
- Uses other than its intended purpose are not covered by the warranty. Such uses include, but are not limited to, installation on ceilings, walls, boats, airplanes, motor vehicles, and recreational vehicles.
- Installation requirements include, but are not limited to, subfloor moisture content limits, flatness, soundness and stability, and required product acclimation.
- The flooring must be used indoors in dry, climate-controlled areas. This limited warranty does not apply if used outdoors or otherwise exposed to uncontrolled climate conditions.
- The flooring must be maintained in accordance with the included care and maintenance instructions.
- This limited warranty applies only to defects that were not visible before or during the installation of the flooring. If there is a visible defect in the flooring material, the flooring material should not be installed and should instead be returned as defective material.
- Manufacturing defects must be in excess of the industry waste factor, which is 5% of the total area of installation or project. It is more for diagonal installation or certain room layout.

## **Exclusions from warranty coverage**

- Color variations between samples, photos, or installed flooring.
- Sunlight and heat damages. A combination of heat and sunlight can cause most fading, discoloration, or thermal expansion/contraction. Prolonged exposure to direct sunlight can result in discoloration and excessive temperatures, resulting in buckling or delamination.
- Three season rooms and cottages which are not continuously maintained to have temperature conditions within the range from 55°F (12.8°C) to 95°F (35°C).
- Mold and mildew. The flooring itself is waterproof, but it is not a moisture barrier. It is not intended to prevent moisture accumulation, which promotes mold or mildew growth.
- Damages resulting from improper or inadequate maintenance or accidents, such as damage caused by scratching, scuffing, impact, or cutting.
- Damages from disasters, natural or man-caused, or other casualty damages usually covered under homeowner insurance.
- Damages resulting from the use of a steam cleaner or a heavy-weight commercial cleaning machine.
- Gloss or sheen reduction or discoloration resulting from heat, sunlight or artificial light.
- Damages resulting from improper installation or construction.
- Damages resulting from abuses include moving appliances across the floor without adequate floor protection.
- Damages from rolling loads such as hospital beds, chair casters, carts, wheelchairs, etc.
- Damage caused by water or excessive moisture on the floor, in the subfloor, or underneath the floor.

- Water damage caused by flooding, prolonged stay of standing water, subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure), leaking pipes, household mechanical failures, appliance leaks, door, and window leaks, or conditions that result in moisture being below the floor are not covered. Water damage to the surrounding areas attached to the flooring. The flooring itself is waterproof, but it is not a waterproofing agent for other objects.
- Separation between layers caused by exposure to excessive humidity or temperature and environmental changes that occur during or after the flooring has been installed.
- Gapping that is less than 10 mils wide and less than 2 inches long.
- Noises include but are not limited to, squeaks, popping, etc.
- Product deformity that is not measurable or visible under certain light or from a certain angle is not considered a defect. Visible defects should be evaluated from a standing position in normal lighting.
- Recoating and finish alterations (finishes applied by the owner or installer) include but are not limited to, refinishing or recoating.
- Floors that are installed in non-owner-occupied residences (except products that are noted warranted commercial).
- Floors that have been replaced by a previous claim.
- Floors that had been installed and were removed to make corrections due to installation errors and reinstalled.
- Incidental and consequential damages. By this, we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Such damages shall include, but not be limited to, the following: any costs associated with the removal, refinishing, or replacement of any flooring products or with the removal or replacement of cabinets, appliances, or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products, inconveniences or hotel accommodations.
- Products sold "AS IS" or products described as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "rustic," "close-out," "off-goods" or "non-standard."

**Disclaimers:** HEALTHIER CHOICE LLC DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FLOORING PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Sales representatives or distributors cannot alter Healthier Choice warranties. Sales representatives and distributors have no authority to establish, expand, or modify said warranties. Healthier Choice limited warranty provisions are deemed severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. Healthier Choice limited warranties constitute the parties' entire agreement, and no waiver or amendment shall be valid.

**Claims:** Any claim covered under the Healthier Choice LLC Limited Warranty must be submitted to us through your retailer, who will file a claim on your behalf. You will be required to provide the following information: Your name, address, contact information, purchase order information, and receipt showing proof of the Healthier Choice flooring purchased.

**Healthier Choice's Responsibility:** If Healthier Choice accepts a claim under this limited warranty, Healthier Choice will repair or replace, at its option, the Healthier Choice flooring material only. If your floor was professionally installed, Healthier Choice will also pay reasonable labor costs for the repairs or replacement as stated in warranty terms. If we repair or replace a plank or more due to a warranty claim, you will be required to clear, at your expense, any items placed over the affected area subsequent to the original installation. Healthier Choice reserves the right to verify any claims or defects by inspection and have samples removed for technical analysis. We must be given a reasonable opportunity to inspect the floor no less than thirty (30) days after the problem is reported before determining any coverage or remedy issue. Do not remove installed flooring prior to inspection. Removal of flooring before inspection will void the warranty.

If Healthier Choice, at its sole discretion, determines that such repair or replacement is not reasonably achievable, Healthier Choice will refund the dealer's purchase price of the affected flooring material. We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, we conclude that the site conditions may not be acceptable for the installation of the flooring. Upon approval of a warranty claim, Healthier Choice will provide instructions on how to proceed to have your flooring repaired or replaced. Comply with such instructions within ninety (90) days after the claim is approved, or your rights under the limited warranty will be deemed waived. The above remedies are the sole and exclusive remedies for claims on this Healthier Choice product. These limited warranties give you specific legal rights, and you may also have other rights that vary from State to State.

ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF GEORGIA.

Manufactured by



For assistance call (800) 872-8426 or visit [www.choiceflooring.com](http://www.choiceflooring.com)