



# SOUTHWIND

CARPET & HARD SURFACE

## HARD SURFACE WARRANTY INFORMATION

| Residential Warranty | Commercial Warranty      |
|----------------------|--------------------------|
| Lifetime             | 10 Year Light Commercial |
| Lifetime             | 10 Year Light Commercial |
| 30 Year Limited      | 10 Year Light Commercial |
| 30 Year Limited      | 10 Year Light Commercial |
| 25 Year Limited      | 10 Year Light Commercial |
| 30 Year Limited      | 10 Year Commercial       |

**Southwind warrants that the Hard Surface flooring carries the warranties listed above. Specific warranty requirements and exclusions are listed below. Any questions regarding the warranty information please contact the retailer or Southwind at 1-800-272-2808**

### Residential Warranty:

This warranty is subject to the procedures, recommendations, limitations, disclaimers and exclusions mentioned herein and in the general information, installation and warranty sections of this document.

When installed in a residential situation, Southwind Hard Surface flooring is warranted to be free from manufacturing related conditions for the warranty period specified when used under normal conditions and installed in accordance with manufacturer's installation instructions to the original purchaser of the home, as long as they continually own and reside in the home for the period of the warranty.

With respect to Environments with rolling traffic (wheel chairs, motorized chairs, casters, etc.) the flooring may perform better installing the product using the glue down method. Should you have questions or concerns with these areas please consult your Southwind representative or Technical Services.

All installations require estimating additional material, due to trimming and culling of material (overages occur). This overage then becomes what is commonly referred to as "Attic Stock". It is recommended the end user keep attic stock in the event their installation require additional service.

Should a manufacturing related condition occur it will be necessary to provide your original receipt of purchase. Southwind will credit the original purchase price of the product (if found valid). If the manufacturing condition develops after the product has been installed, Southwind will credit "reasonable" labor cost (providing the floor was installed by a professional installer). This warranty is not transferable. Manufacturer's warranty and liability does not extend beyond the flooring material and is limited to a maximum value of the original purchase price. Warranty is limited to repair or replacement of the planks or tiles at the sole option of the manufacturer. Claim compensation (if approved and/or authorized) is limited to the specific area which is deemed to be valid under the claim.

The warranty applies to the original owner/user that its products, when in its original manufactured condition, aside from previously mentioned information and exceptions, will be free from manufacturing related conditions and dimensional inconsistencies during the warranty period when installed and used under normal use in accordance with the terms, installation instructions, limitations and conditions herein. This warrants to the original user that the finish on the product will not wear through, nor separate from the flooring during the warranty period when installed and used under normal residential use in accordance with the terms, installation instructions, limitations and conditions herein.

HSW61118GH

The installation, maintenance and warranty are reviewed on an ongoing basis.

This warranty is the entire and sole statement of warranty for the product and replaces any and all previous warranties, written, spoken, implied or otherwise. No implied warranties exist beyond the terms and conditions of this warranty, the manufacturer assumes no legal liability for any and all actual incidental and/or consequential damages, however, some states within the USA do not permit the exclusion or limitation of incidental and/or consequential damages, as such, this exclusion may not apply to you. This like all warranties gives you specific legal rights, in addition, you may also have other rights that vary from state to state or from province to province. Rental units, leased properties and apartments are considered commercial properties under this warranty. The 10 Year Limited Commercial warranty applies to these types of installations.

Note that manufacturer/distributor/retailer reserves the right to visit or have its agent visit the premise where the product claim originates to inspect the product in dispute and to remove samples for verification and technical analysis. Note: Analysis of all sample material submitted should be considered destructive testing rendering the sample material unusable for reinstallation (*See claim form for proper packaging and shipping of sample material*). As noted earlier attic stock should be retained should there be a need for additional servicing. Failure to provide reasonable access to the installation area or to provide requested information and/or documentation may result in denial of the claim.

Failure to adhere to and follow all the instructions for installation, maintenance, incorrect/ insufficient maintenance or any modification to the product other than as outlined in the manufacturer’s installation instructions will render the warranty null and void.

**NOTE:** Rental units, leased properties, and apartments are considered commercial properties under this warranty. The limited residential warranty does not apply to these types of properties and installations. These are covered by the limited commercial & light commercial warranty.

**MATERIAL & LABOR PRORATION OF LIMITED RESIDENTIAL WARRANTY**

| Lifetime (Material) | Up to 100% | 25 YEAR (Material) |            |
|---------------------|------------|--------------------|------------|
| 30 YEAR (Material)  |            | 1st-6th Year       | 100%       |
| 1st-8th Year        | 100%       | 7th-10th Year      | 90%        |
| 9th-10th Year       | 95%        | 11th- Year         | 80%        |
| 11th-13th Year      | 90%        | 12th Year          | 70%        |
| 14th-17th Year      | 85%        | 13th Year          | 60%        |
| 18th-19th Year      | 75%        | 14th Year          | 50%        |
| 20th-21st Year      | 70%        | 15th Year          | 40%        |
| 22nd Year           | 65%        | 16th Year          | 30%        |
| 23rd Year           | 60%        | 17th Year          | 25%        |
| 24th Year           | 50%        | 18th Year          | 20 %       |
| 25th Year           | 40%        | 19th Year          | 15%        |
| 26th Year           | 30%        | 20th -25th Year    | 10%        |
| 27th Year           | 25%        | Labor              |            |
| 28th Year           | 20%        | 1st-2nd Year       | Up to 100% |
| 29th Year           | 15%        | 3rd-5th Year       | Up to 50%  |
| 30th Year           | 10%        | 6th Year and on    | 0%         |

*\*Proration means the warranty protection reduces over time.*

**Commercial Warranty**

Southwind warrants that the wear layer of the Hard Surface flooring will not wear through under normal commercial use for a period of (10) ten years from the date of purchase. Vinyl layer wear-through is defined as 100% vinyl layer wear-through over a minimum of 3% of the total installation. Surface scratches and gloss reduction are not considered surface wear. This warranty is non-transferrable and applies only to the original purchaser.

The flooring must be installed and properly maintained in accordance with the manufacturer’s guidelines and must be used indoors in a dry, climate-controlled area. Installation of flooring that visibly contains a manufacturing related condition is not covered under this warranty.

Should a manufacturing related condition occur it will be necessary to provide your original receipt of purchase. Southwind will credit the original purchase price of the product (if found valid). If the manufacturing condition develops after the product has been installed, Southwind will credit “reasonable” labor cost (providing the floor was installed by a professional installer). This warranty is not transferable. Manufacturer’s warranty and liability does not extend beyond the flooring material and is limited to a maximum value of the original purchase price. Warranty is limited to repair or replacement of the planks or tiles at the sole option of the manufacturer. Claim compensation (if approved and/or authorized) is limited to the specific area which is deemed to be valid under the claim.

**LIGHT COMMERCIAL WARRANTY APPLIES TO THE FOLLOWING AREAS:**

- Retail Areas: Product Display Areas, Sales Floors, Novelty Shops, Boutiques, Showrooms, Hair Salons, Hallways, Entryways (non-staining walk-off mats are required)
- Medical Offices: Waiting Rooms, Patient Rooms, Exam Rooms, Storage Rooms, Hallways, Entryways (non-staining walk-off mats required)
- Institutional: Classrooms, Training Rooms, Meeting Rooms, Common Areas, Residence Halls, Hallways
- Hotels: Guest Rooms & connected Lavatory\*, Meeting Rooms, Conference Rooms, Lobby
- Offices: Offices, Meeting Rooms, Conference Rooms, Break Rooms, Showrooms
- Restaurants: Dining area, Hallways, Banquet room
- Rental units, leased properties, and apartments

Areas with extreme amounts of rolling traffic may perform better installing the product using the glue down method. Should you have questions or concerns with these areas please consult your Southwind representative or Technical Services.

\*When installing in a bathroom, laundry room, or other area with frequent water usage, it is recommended that any gap be filled with a silicone caulk. This will the lower possibility of the water traveling under the floating floor and help to reduce bacterial growth and problems associated with it.

All installations require estimating additional material, due to trimming and culling of material (overages occur). This overage than becomes what is commonly referred to as “Attic Stock”. It is recommended the end user keep attic stock in the event their installation require additional service.

**Proration of 10 Year Limited Commercial & Light Commercial Warranty:**

|               |               |                  |
|---------------|---------------|------------------|
| 1st Year      | 100% Material | Up to 100% Labor |
| 2nd-5th Year  | 100% Material | Up to 50% Labor  |
| 6th-10th Year | 100% Material | 0% Labor         |

**Lifetime Limited Waterproof Warranty:**

Your Luxury Vinyl Flooring is warranted to be 100% waterproof against failure to the structural integrity of the Luxury Vinyl Flooring. Included Southwind warrants the product will not be significantly diminished by exposure to water for the life of the warranty. Please note; when excessive moisture accumulates in any structure as well as materials used in the construction of the building, bacteria can occur as well as increase (particularly if the moisture problem remains undiscovered or unaddressed). Southwind moisture warranty excludes damage resulting from bacterial growth due to prolonged exposure to moisture. If the luxury vinyl flooring is structurally compromised, resulting from extended exposure to water, Southwind will arrange a pro-rated credit based on the terms included above in the Material & Labor Proration of Limited Residential Warranty as well as the Commercial and Light Commercial 10-year proration warranty. This warranty is not transferable by the purchaser of the floor. This Limited Waterproof Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowner’s insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

**The Limited Waterproof Warranty does not cover:** 1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, molding’s, trims, subfloor heating elements, or anything other than the Luxury Vinyl HSW61118GH

The installation, maintenance and warranty are reviewed on an ongoing basis.

Flooring. 2. Damage resulting from bacterial growth due to prolonged exposure to moisture. 3. Flooring that is exposed or installed in exterior applications.

### **Exclusions for Residential and Commercial Warranties:**

- Abrasion related conditions such as: scratches, dents, chips, abuse, gouging and scuffs caused by normal wear and tear
- Changes to sheen/gloss levels in high traffic areas
- Noises of all types (creaks, squeaks etc.) emanating from the floor and/or subfloor
- Mold, mildew, bacteria, or any issues due to high moisture, weather conditions, or problems associated with these conditions
- Damages caused by fire, natural disaster, accidents, cleaning agents, negligence, steam mopping, and improper maintenance
- Installing over improper surfaces such as: Floors with excessive deflection, soft floors, floating floors, improperly prepared surfaces, carpet etc.
- Damage caused by rolling loads, casters or wheel chairs (motorized and non-motorized) office chairs require hard surface chair pads
- Damage caused by appliance, plumbing leaks, HVAC systems (or lack of). Improper radiant heating systems not approved for resilient flooring
- Damage from chemicals, stains, spills, burns, and abuse (including harsh scouring pads while buffing)
- Indentations including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors as they may damage the surface and finish of your floor.
- Problems relating to installation issues are not manufacturing related
- Problems associated with adhesives including but not limited to: Improper application, bubbling, curling, crowning, joint separation, plasticising, releasing etc.
- Environments that are not temperature controlled per the installation guidelines.
- Three season rooms and cottages with temperature below -20°F (-28.9°C) and above 140°F (60°C) Note: Occupied environments require controlled temperatures ranging from 55°F (12.8°C) to 95°F (35°C)
- Shade and texture variances. These are normal conditions and are indicative to the manufacturing process
- Differences in color, and texture from board to board within the carton
- Changes in color due to excessive amounts of light or lack of light.
- Improper installation, handling, or inadequate protection. The installer should inspect all packaging prior to acceptance of material.
- Stairway treads and risers are not warranted due to the type of traffic they are exposed to.
- Shade and texture variances associated with different batch numbers and production dates. Prior to installation, verify the product is an acceptable match. Blending different batches as a last option in a well-mixed manner will help reduce the visibility of these variances.
- Incidental or consequential damages not attributed to workmanship or manufacturing related conditions
- The original purchaser is responsible for correct installation, maintenance and cleaning of the flooring in accordance with the included instructions.

### **How to file a claim:**

To file a warranty claim, contact the original supplier where the flooring was purchased.

All warranty claims must be made in writing through the original retailer and must include a complete copy of the original purchase receipt and installation documentation, as available. Additional information may be requested by the manufacturer/distributor/retailer regarding details included in this warranty.

For more information regarding our products, please visit our web-site: [www.southwindcarpet.com](http://www.southwindcarpet.com) or call Southwind Tech Services Department at 1-800-272-2808.