



## LIMITED WARRANTY – LUXURY VINYL PLANK & TILE FLOORING Rev. 7.2024

EarthWerks warrants their luxury vinyl plank and tile flooring products to be free of manufacturing defects for the length of time set forth below, from the date of purchase. This warranty applies only to the original purchaser and is not transferrable.

This Limited Warranty applies provided the recommended installation guidelines and maintenance procedures are followed. Please refer to installation guidelines in each carton for complete details on installation and maintenance or visit [www.EarthWerks.com](http://www.EarthWerks.com) for the most current installation guidelines and maintenance procedures. EarthWerks reserves the right to inspect any claim and request photographs and/or samples prior to approving such claim.

EarthWerks will repair or replace any flooring which is proven to be defective, at the sole discretion of EarthWerks. EarthWerks will repair or replace defective material at EarthWerks' sole discretion, with new EarthWerks product of the same or similar style, size, color, grade, and gauge. EarthWerks will pay reasonable labor costs if flooring was professionally installed. Products that were damaged in shipment, from improper handling or improper installation would not constitute a valid claim under this Limited Warranty.

EarthWerks reserves the right to final judgment regarding the approval for any repair or replacement of EarthWerks product.

### WHAT THE WARRANTY COVERS:

#### PRE-INSTALLATION LIMITED WARRANTY

EarthWerks warrants that the product is free of manufacturing and visual defects. You and/or your installer should carefully inspect each piece prior to installation. Any pieces that appear to have defects should be set aside and should not be installed. EarthWerks will not be responsible for any claim for products installed with known manufacturing or visual defects. EarthWerks will not pay labor costs for flooring installed with known manufacturing or visual defects.

#### MANUFACTURING LIMITED WARRANTY

EarthWerks flooring is warranted to be free from manufacturing defects for a period of one year from the date of purchase. Should a defect occur within the stated warranty period, EarthWerks will at its sole discretion, repair or replace that portion of the flooring determined to be defective, with new EarthWerks product of the same or similar style, size, color, grade, and gauge.

#### WEAR LIMITED WARRANTY

EarthWerks flooring is produced with a protective wear layer. EarthWerks warrants that there will be no wear-through of the wear layer for the number of years indicated in the table below for each flooring type and specific wear layer thickness, due to normal wear, traffic for recommended maintenance. "Wear-through" refers to complete loss of the wear layer so that the printed design layer is changed or affected. Should wear-through of the wear layer occur, EarthWerks will at its sole discretion, repair or replace that portion of the flooring determined to be defective, with new EarthWerks product of the same or similar style, size, color, grade, and gauge.

Product Collection	Residential Limited Warranty	Commercial Limited Warranty	Manufacturing Limited Warranty	Labor Year 1	Labor Year 2	Labor Year 3	Labor Year 4	Labor Year 5 +
Chassis, Devan, Pavilion, Reposado, TriPlex, CityScape	20 years	10 years	1 year	100%	50%	40%	30%	N/A
Cityscape Advantage, Chassis Advantage, Reposado Advantage, Reposado Plus	30 years	20 years	1 year	100%	50%	40%	30%	N/A

Chassis Pro, Wood Classic, Reposado Pro	Lifetime	30 years	1 year	100%	50%	40%	30%	N/A
--	----------	----------	--------	------	-----	-----	-----	-----

### 30 Day Satisfaction Guarantee (residential single-family home only)

EarthWerks luxury vinyl plank or tile may be replaced within 30 days of installation to the original purchaser of the product if a different style or color is desired. You must show proof of purchase and material must be installed to receive credit. Replacement must be an EarthWerks product of equal or lesser value. If an upgrade is desired, the difference in price is the responsibility of the purchaser. No credit will be given if a lesser priced product is chosen for replacement. This guarantee is a one-time only replacement. Freight and labor costs are not included as part of this warranty. Replacement cost does not cover products that show signs of abuse or misuse, as defined in the warranty exclusions. The 30-Day Satisfaction Guarantee applies only to single-family residential installations.

Wear Limited Warranty in multi-family units and common areas will be covered under the specific Commercial Wear Limited Warranty associated with the product.

If corrective action is taken on an existing defect, you will continue to receive limited warranty coverage for the remaining period of your original limited warranty.

Labor must be provided by a certified professional flooring installer, using the guidelines put forth by EarthWerks in the installation guidelines and maintenance procedures. The cost of repair or replacement labor by a professional installer will be paid according to reasonable and customary labor rates approved by the EarthWerks Resolutions Department.

### WHAT THE WARRANTY DOES NOT COVER:

- Dissatisfaction or damage caused by improper installation, improper adhesive, improper or insufficient maintenance.
- Differences in color between actual products and samples, or printed illustrations.
- Damage caused by excessive moisture, mold, mildew, alkali, or hydrostatic pressure.
- Damage to surrounding structure, walls, subfloor, fixtures, furniture, moldings, trims, heating elements or anything that is not the floor plank or tile.
- Damage resulting from floods, plumbing or appliance leaks.
- Damage caused by smoke, fire, or other casualty.
- Damages caused by negligence, improper use, or abuse to include scuffs, scratches, indentations, cuts, tears, burns, stains or damage from heavy objects or abrasive materials.
- Damage or stains from rubber backed or cocoa-fiber mats.
- Damages resulting from lack of or improper furniture protection, rolling caster chairs or rolling loads.
- Reduction of gloss from use.
- Color or gloss variation resulting from different lot numbers.
- Damage from exposure to extreme heat or sunlight. Windows coverings should be used to avoid damage from prolonged exposure to sunlight or heat.
- Products sold "as is," or products sold as irregulars, seconds, or other than first quality materials.

### WARRANTY SERVICE:

Warranty service is provided by Swift-Train Company, LLC, a division of UCX, 10850 Train Court, Houston, Texas 77041. To obtain a Request for Evaluation Form and/or warranty information, you may call 1-800-929-1222 (Attention: Resolutions Department). Any claim under this Limited Warranty must include a Request for Evaluation form properly filled out and accompanied by dated proof of purchase or invoice. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

This limited warranty is made solely to the original purchaser of EarthWerks flooring products and is not transferable under any circumstances. Limited warranty period begins on date of purchase. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of EarthWerks Company, or any other person, is authorized to assume for EarthWerks any additional liability or responsibility in connection with EarthWerks products. Consequently, agents, employees, distributors, and dealers of EarthWerks are not authorized to make modifications to this limited warranty, or additional warranties on behalf of EarthWerks. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by EarthWerks and should not be relied upon.

**IMPLIED WARRANTIES OF MERCHANTABILITY ARE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY CASE, EARTHWERKS SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF EARTHWERKS OR ITS AGENTS HAVE BEEN ADVISED OF**

THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

EarthWerks reserves the right to modify or change this warranty at any time. This warranty is effective for products purchased after July 1, 2021.

Rev. 7/2024