



GARRISON

WARRANTY INFORMATION

LVT PEAKS

LVT Peaks Collection Limited Warranty

General Terms

A. GARRISON (“Manufacturer”) warrants that when used properly and under conditioned space and all operating conditions, in conjunction with abiding by all pre-testing documentation and concurrent testing procedures, will warrant any flooring products from the current online Manufacturer’s Resilient floor covering (“Product”).

The Product will conform to the concurrent ASTM F1700 Standard Specification for Solid Vinyl Floor Tile, as detailed within the Manufacturer’s published Product Installation Instructions. The Product shall be installed by a certified professional, licensed and insured installer. Any Handyman service or DIY installation methods are subject to all the guidelines in order to be honored by the Limited Warranty. This Limited Warranty is not transferable and only applies to the original end user (“Customer”) of the Product. This Limited Warranty does not apply to Product that has been sold as “seconds”, “mill-run”, “closeouts”, “as-is”, or otherwise denoted as irregular, non-first, or non-standard quality.

B. The Manufacturer’s liability and Customer’s exclusive remedy under this Limited Warranty is limited to the partial or full replacement or refund of the defective Product only if defects are visible and obvious. This Limited Warranty does not include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost rents, occupancy or removal, and/or overtime pay.

C. Only ONE (1) partial/full replacement floor or refund shall be made. A Customer who received a settlement may not make another claim - no additional replacement floors or refund will be supplied. If the Manufacturer no longer provides the particular Product subject to this Limited Warranty, the Manufacturer reserves the right to substitute another Product that Manufacturer deems to be similar in cost and quality or superior in its place. The Manufacturer’s responsibility to replace defective Product under this Limited Warranty applies only to the affected area of Product so long as a suitable match (as determined and at the sole discretion of Manufacturer) can be supplied. Partial/Full replacements of a greater area

than the affected area is at the sole discretion of the Manufacturer. The Manufacturer reserves the right to provide replacement materials directly to the Customer, or through a professional installation company of the Manufacturer’s choice, to conduct repairs or replace materials in a manner suitable to the Manufacturer’s interests.

D. This Limited Warranty is specific to the Product which shall be installed, used, maintained, and cared for in accordance with the Care and Maintenance Guidelines as well as the Product Installation Instructions and Technical Data Sheet. The Product documentation may be obtained at www.garrisoncollection.com/products or are available upon request by contacting technical support: info@garrisoncollection.com.

2.A. Manufacturing Defect Term: The Product shall be free of manufacturing defects for a period of 3-years from the Customer’s purchase date.

2.B. Any/All claims must be reported within thirty (30) days of discovery of the defect. Wear Warranty Term: When installed and maintained as detailed within the instructions, the Product will not wear through to the printed film layer under normal use for the period stated below: **Residential Wear: 20-years from date of purchase; Light Commercial Wear: 10-years from date of purchase.** For an explanation of the residential and commercial designations please review the datasheets.

The Manufacturer will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, the Manufacturer reserves the right to supply similar floor covering. After corrective action is taken on an existing defect, Limited Warranty coverage will remain in effect for the remaining Wear Warranty Term of the original Limited Warranty. Alternatively, at the Manufacturer’s discretion, a refund of the original cost of the Product shall be used to settle all other valid claims according to the following pro-rated schedule: Residential Wear Coverage: Light Commercial Wear Coverage will comply with the testing results of the uninstalled product lines.

Labor Warranty Term & Provisions: Labor costs shall not be reimbursed for all material installed with visible and obvious defects. Installation is an acceptance of the quality of Product. Product installed with any/all improper or no pre-testing, no 6-mil vapor barrier (or recommended 10 mil moisture barrier) or unapproved adhesive will void

any partial or full implied warranty.

The Product will not be materially impaired when exposed to wet or damp cleaning, surface spills, and/or tracked in water for the length of the Wear Warranty. This does not include water related to any insurance claims, natural disasters, or emergencies.

2.C. Pet-proof Warranty: The Product surface coating provides scratch and stain resistance (such as feces, urine, and/or vomit) from domestic household pets, such as cats and dogs, provided that pet claws are routinely cut and filed. This Limited Warranty does not cover deliberate scratching and gouging by pets. This Limited Warranty does not apply to, nor covers, nonconformities that are caused by, resulting from, or arise in connection with any of the following conditions: non-compliance with applicable Product requirements and technical data, meaning any Product that has been subjected to site conditions, substrate conditions, installation methods, maintenance procedures, and/or conditions of use that are not in strict conformity with the associated Installation Instructions, Care and Maintenance Documents, and any other relevant technical documents. Substrate preparation must be performed in accordance with all related CSI, ACI, ASTM, NWFA, and RFCI guidelines. Installation of Product with any third-party adhesive not explicitly recommended or SPECIFIED is subject to the Manufacturer claims review and process for consideration. The use of unapproved adhesives excludes any warranty coverage of adhesive performance issues, including but not limited to bond strength, shrinkage, thermal expansion, peaking, ledging, curling, doming, and/or the ability of the adhesive to control the dimensional stability of the floor covering. This also excludes any material associated with third-party adhesives.

The Manufacturer reserves all rights to analyze and test any uninstalled planks to determine a proper conclusion or denial of any said claim filed, but not limited to, the site, slab evaluation, concrete surface profile (CSP), porosity grade floor flatness of the installed Products with unapproved installation materials, methods, or meter gauge tools/devices, including but not limited to, the recommended underlayment type, repair products, and all accessories.

WARRANTY EXCLUSIONS

- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat sources, such as prolonged direct sunlight, radiators, self-cleaning ovens, and high-heat equipment.
- Stains from tracked carpet dyes, fertilizers, coal, tar, driveway sealers, oil, permanent markers, or other such contaminate or chemical known or unknown.
- Substrate failure: the Manufacturer reserves all rights to analyze and test any uninstalled planks to determine a proper conclusion or denial of any said claim filed for movement or imperfections, including improper flatness, smoothness, or damage.
- Heavy static loads (>250) and heavy point loads, such as foot traffic with stiletto heels, spikes or skates, cleats, dropped items, improper floor protectors and furniture feet/rest or floor protection and furniture feet/rests that do not make adequate flat contact with the floor covering. Heavy rolling loads (> 1,500 PSI) with metal wheels, hard H-type wheels, or any other wheel types that do not make adequate, flat contact with the floor covering.
- Damage caused by mechanical issues, intentional abuse, misuse, negligence, structural damage, seismic activity, flooding, fires, and other emergencies, natural disasters, or any circumstances beyond the reasonable control of the Manufacturer.
- Damage caused by dirt, grit, and abrasive debris from not using appropriate walk-off mats at all outdoor entrances. Any/All resulting health issues or property damage resulting from organic growth resulting from any type of water trapped beneath the floor covering and the latent organic material found within it, which may sponsor organic growth, such as mold, mildew, and fungi. Normal shade, color, gloss/sheen, or embossing texture variation, including variations between installed flooring and physical flooring samples or printed marketing materials.
- Excessive wear caused by improper maintenance, dirt, grit, and/or abrasive debris. Excessive moisture and alkalinity from the subfloor or substrate. Excessive topical water caused by broken or leaking plumbing, structural

leaks, sink overflow, flooding, sewer, and or weather conditions, and other water emergencies. This includes all installations that were removed or replaced prior to inspection by a representative.

- Slip and Fall: there are several significant factors that directly affect slip resistance properties, such as the type, texture, and surface structure of floor covering, surface contaminates, type of shoe soles and the walker's weight, age, gait, fitness level, awareness, and vision. There are no published requirements or acceptable limits for Static Coefficient of Friction (SCOF) or Dynamic Coefficient of Friction (DCOF) values within the resilient flooring industry, though there may be for other flooring types. While independent test results are available, that does not purport to address any safety concerns of slip resistance, the accuracy of all test methods, safety thresholds, or the measuring apparatus' (tribometers). This includes factors outside of the reasonable control of the Manufacturer, such as Product maintenance. No warranty for any slip resistance properties can be provided. Walking on any vinyl floor covering in socks or similar is not recommended, especially on stairs.
- Exposure to the sun and its UV rays accelerates the oxidation. This can cause the product to stain and/or to fade and/or to change color. We recommend that you rearrange rugs and furniture periodically so the floor ages evenly. Products are more susceptible to color change during the aging process. These warranties do not cover damage from the sun and its UV rays.
- Maintain the proper relative humidity in your home between 35% - 55% at all times during the year. Use of a humidification system may be required to maintain proper humidity levels to avoid excessive drying of the flooring. Seasonal gapping should be expected. Surface checking minor separation can be expected if the humidity level is not properly maintained between 35 - 55% relative humidity or if the floor's surface temperature exceeds 82°F.
- Claims Process must include a completed claim form, along with any associated photos, invoices, pre-installation testing reports, and all independent inspection reports conducted after problems or defects are observed or suspected.

- All claims must be reported within thirty (30) days of discovery of the problem or defect. If the Manufacturer determines that the Product is covered by this Limited Warranty, then Manufacturer shall, at its sole option, replace the non-conforming Product or refund the appropriate percentage of the purchase price paid for each defective Product for the affected area, per the associated pro-rated schedule. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period has ended. The manufacturer or its designated representative shall have the right to examine the substrate, Product, including the right to lab test the flooring and/or substrate at the installation site, with respect to any Product that is the subject of a warranty claim. End-user and or contractor or subcontractor, DIY shall leave a minimum of 3-4 uninstalled planks left onsite protected within the original box.
- Any removal of installed or uninstalled planks prior to such examination may void any and all warranties. The manufacturer may require additional testing or verification of any tests conducted or obtained by the Customer. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR IMPLIED.

ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. GARRISON SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY GARRISON OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO: REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. YOU MUST UNDERSTAND AND AGREE THAT ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE

SOLELY YOUR RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR ANY BREACH BY GARRISON OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOORS. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT INTO THE COURTS OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.