

IVY HILL TILE

IVY HILL TILE LIGHT-COMMERCIAL WARRANTY

LIGHT COMMERCIAL APPLICATIONS ARE DEFINED AS FOOT-TRAFFIC ONLY (NO ROLLING LOADS).

This limited warranty extends only to the original end-user starting with all purchases made after June 1, 2020. Ivy Hill Tile warranties are non-transferable.

I. ITEMS UNDER WARRANTY

MANUFACTURING DEFECTS WARRANTY

Ivy Hill Tile hereby warrants to the original owner that the resilient products as shown above will be free from defects in materials and workmanship for a period of ten (10) years from date of invoice. The customer must notify Ivy Hill Tile of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Ivy Hill Tile is notified in writing prior to installation, Ivy Hill Tile will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Ivy Hill Tile and permit an inspection of the product. If, upon inspection, Ivy Hill Tile determines that the product is defective, Ivy Hill Tile will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated. Products must be installed and maintained in accordance with Ivy Hill Tile's written instructions. Such warranty shall be voided if such products are removed from the site of their original installation. Ivy Hill Tile will not reimburse labor costs for owner installed flooring. If the above listed products fail to meet this warranty, Ivy Hill Tile will pay for repair or replacement in accordance with the schedule below.

PRORATED TERMS

If the flooring covered by this warranty is reported to Ivy Hill Tile within the specified warranty period, Ivy Hill Tile will remedy based on the following schedule: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); 50% Material Only (Years 3-5); and 25% Material Only (Years 6-10). Any new material provided under this warranty will be of similar color, pattern, and quality.

II. COVERAGE

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER:

- i. Installers' workmanship or failure to properly protect floor covering before, during or after installation from scratches or other trades. (Workmanship errors should be addressed to the contractor who installed the floor.)
- ii. Minor shading, color or texture between products and samples or photographs.
- iii. Material installed with obvious defects. Installation is considered acceptance of obvious defects.
- iv. Installation with adhesive other than those recommended by Ivy Hill Tile.
- v. Exterior installations – Ivy Hill Tile products are designed for interior applications only.
- vi. Dissatisfaction, problems or damage due to installation and/or maintenance other than as recommended by Ivy Hill Tile (recommended installation and maintenance information is available on the Ivy Hill Tile.com website).
- vii. Damage due to accidents, gouges, scuffs, scratches, indentations or excessive point loads. Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. To avoid Ivy Hill Tile warranty exclusions, casters must be suitable for use on resilient flooring.
- viii. Inappropriate end-users' activities.

- ix. Discoloration, including but not limited to U.V. light and heat sources (All products).
- x. Discoloration from underlayment panels, mold or mildew rubber backed mats, asphalt or deicer tracking.
- xi. Dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkali, or hydrostatic pressure in subfloor; or "seconds," "substandards," "irregulars," or "off-goods" which are sold by Ivy Hill Tile strictly on an "as is" basis.
- xii. Shifting, cracking, or movement of the substrate or foundation.
- xiii. Diminished gloss level, which is not defined as wear through. Removal of wear layer as a result of improper cleaning agents, equipment or methods or failure to properly maintain or protect resilient flooring from damage is specifically excluded from Ivy Hill Tile wear warranties.
- xiv. Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.

III. DISCLAIMER OF IMPLIED WARRANTIES:

THE REMEDIES PROVIDED IN CONNECTION WITH THESE LIMITED WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER REMEDIES PROVIDED UNDER ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION ON THE PART OF Ivy Hill Tile. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, the end user, or any third party. In no event shall Ivy Hill Tile be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by an authorized representative of Ivy Hill Tile.

Please Note: Some States may not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply in some situations.

This warranty provides specific legal rights, and the purchaser may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limit of Ivy Hill Tile responsibilities.

We continuously make technological advancements that improve product performance or installation techniques and methods. To insure you have the most recent copy of our installation instructions visit www.Ivy Hill Tile.com

IV. CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by Ivy Hill Tile within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to Ivy Hill Tile in writing prior to the actual installation. If the product is already installed, then Ivy Hill Tile must examine and verify the defect.