

## Part 3. Warranty Information

Lucida Surfaces® Limited Residential Warranty 5-year BaseCore products.

Lucida Surfaces® LLC ("Lucida") provides the following limited 5-year residential warranty to the original purchaser for as long as he or she owns the flooring product and uses it under normal conditions:

The BaseCore™ surface will not wear through;

The planks will not fade due to sun or electrical light;

The planks will not stain under normal conditions;

The planks will resist damage from moisture due to damp mopping and everyday spills;

The Limited Warranty does not cover discoloration from mold or from flooding, floods, leaking plumbing or appliances, water entering through sliding glass doorways, as well as floor covering failure due to hydrostatic pressure or moisture vapor emission.

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This limited warranty is subject to the conditions described in the "Conditions" section below and does not apply if used in any commercial setting.

Lucida Surfaces® Limited 6-Month Manufacturing Warranty

Lucida Surfaces® provides a limited warranty to the original purchaser for six (6) months from the date of purchase covering any manufacturing defects in the flooring product. The Lucida Surfaces® Limited 6-Month Manufacturing Warranty is made subject to the following condition:

This limited warranty does not cover any damage that occurs during shipment or installation.

\*Walk off mats are required at all entryways

All areas must be assessed prior to installation of flooring to determine if other surface measures need to be taken or conditions addressed, including, but not limited to requirements for static control, state health and building codes, slip resistance, high impact traffic and moisture/water exposure.

Other than the specific warranty identified above, Lucida Surfaces® provides no additional warranties and Lucida Surfaces® does not warrant that any of the uses identified above are in compliance with any applicable building, health, inspection, and/or other municipal regulation or codes. Lucida Surfaces® is not responsible for usage

that is not in compliance with any regulation or code. Proper assessment of location and usage must be applied. Contact your Lucida Surfaces® representative for questions on performance in specific locations.

The Lucida Surfaces® Limited 5-Year Residential Warranty is made subject to the following conditions:

The planks must be installed properly in accordance with Lucida Surfaces® installation instructions. The instructions should be obtained through a retailer or at [www.LucidaSurfaces.com](http://www.LucidaSurfaces.com). Proper installation includes, but is not limited to, the following:

A moisture test must be performed to determine if excessive moisture exists in the subfloor.

When installing over concrete, a calcium chloride moisture test must be performed. Readings greater than 5 lbs./1,000 sq. ft./24 hours are unacceptable for installation. If a moisture meter is used, a reading greater than 4.5% is unacceptable.

When installing Lucida Surfaces® in special situation areas such as radiant heating and to also learn how to properly acclimate your floor, please contact us at [CS@LucidaSurfaces.com](mailto:CS@LucidaSurfaces.com) or 1.845.877.7008 or visit [www.LucidaSurfaces.com](http://www.LucidaSurfaces.com) to obtain important additional information.

The flooring must be used indoors only in a dry, climate-controlled area.

The flooring must be maintained in accordance with Lucida Surfaces® care and maintenance instructions.

Damage must not have occurred because of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting. Damage resulting from the use of a jet mop, spray mop, or similar wet mop with the flooring is not covered by this limited warranty.

Surface wear must be readily visible (i.e., Approximately 1 square inch). Gloss or sheen reduction is not surface wear and is not covered by these limited warranties.

These limited warranties do not apply to water damage, including but not limited to water damage caused by flooding, standing water (water that remains on planks longer than 30 minutes), leaking pipes, mechanical failures, appliance leaks or pet urine.

These limited warranties do not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but

not limited to damage from subfloor hydrostatic pressure (water or moisture under the planks that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.

These limited warranties do not apply to moldings.

Installation of flooring that contains any manufacturing defect is not covered by these limited warranties.

The following are not covered by this warranty:

- Darker, solid colors naturally show more scratches and dirt and require more maintenance. We cannot warrant the product against such claims.
- We will not accept shading claims for an overall white or solid floor with touching planks or tiles.
- Damage caused by fire, flood, moisture intrusion caused by emissions from subfloor, intentional abuse, damage caused by vacuum cleaner beater bar, indentations or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting from sharp objects, asphalt staining and staining from rubber mats, surface scratches, changes in color or sheen appearance when exposed to a natural light source, exterior application or loss due to inconvenience, loss of time, incidental expenses or consequential damages.
- Minor shading, color or texture differences between samples and delivered product.
- This warranty shall not include loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or reinstallation of the affected material, and any other incidental or consequential damages.

#### How to Make Claims

Any claim under any of the limited warranties above must be made by contacting your retailer within 30 days after the basis for the claim is detected. In addition, any claim under any of the limited warranties above must be made before the end of the applicable limited warranty period. Proof of purchase, including the date of purchase, must be presented to make a claim.

#### Lucida Surfaces® Responsibility

If Lucida Surfaces® accepts a claim under any of the limited warranties above, Lucida Surfaces® will repair or replace, at its option, the affected Lucida Surfaces® flooring material only. If Lucida Surfaces® in its sole discretion determines that such repair or replacement is not reasonably achievable, Lucida Surfaces® may choose to refund the purchase price of the affected Lucida Surfaces® flooring material. If the design for which a claim is made is no longer available, Lucida Surfaces® will replace the affected planks materials with another Lucida Surfaces® design of equal or greater value at Lucida Surfaces® discretion. Upon approval of the warranty claim, Lucida Surfaces® will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must 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 product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.

#### Disclaimers

LUCIDA SURFACES® DISCLAIMS ALL OTHER EXPRESS OR

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT.

Lucida Surfaces® disclaims liability for incidental and consequential damages. 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.

These limited warranties are not transferable. They extend only to the original end consumer.

Samples, descriptions, and other information concerning the product contained in Lucida Surfaces® catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon Lucida Surfaces®. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify Lucida Surfaces® warranties.

The provisions of these limited warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of Lucida Surfaces®.



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