



Limited Residential & Commercial Warranty for Rigid Core Luxury Vinyl Plank Floors

Congratulations on purchasing your Rigid Core Luxury Vinyl Plank Flooring. All Malibu Rigid Core Floors are manufactured under the strictest quality controls. We hope you will enjoy your new floor.



Products and Coverage

Malibu Wide Plank Floors is pleased to offer you the following Residential Warranty when installed following recommended installation guidelines and complying with floor maintenance procedures within your home. This residential warranty is extended to the original purchaser only and this warranty is **NOT** transferable to subsequent owners. The warranty applies strictly to residential and light commercial environments (business offices only).



Manufacturing Defects – Limited Lifetime

Malibu Wide Plank Floors warrants the SPC flooring product to be free of manufacturing defects under normal use and maintenance when installed properly and maintained properly as outlined in the [Care and Maintenance Guidelines](#). The warranty additionally covers delamination and wear thru of the surface wear layer.



Limited Lifetime Warranty – Residential (Wear Layer) & Light Commercial* – 10 Years

- **Residential Warranty – Lifetime:** Manufacturer warrants to the original purchaser only that the wear layer will not wear through to the decorative print film under normal use provided the care and maintenance guidelines are followed.
- **Light Commercial Warranty – 10 Years:** Light Commercial applies to offices, common areas in Multi-unit/family or commercial spaces not subject to heavy traffic use.



Pre-Installation Warranty

Malibu Wide Plank Floors products are manufactured to the highest quality standards. However, it is the responsibility of the owner and installer to inspect each plank for quality, color, and finish before installation. This warranty does not cover materials with visible defects once they are installed.

Please immediately contact place of purchase if you are not satisfied with the material before cutting and installing the material. Manufacturer is not responsible for claims for flooring installed with visual or physical defects. Material damaged during shipping is not covered and should be filed as a shipping damage claim with the shipping company.



Installation

This Limited Warranty covers material only when the material is installed according to the Published and current installation guidelines. In addition, Malibu Wide Plank Floors reserves the right to repair or replace the affected area only in the event of a warranty claim. The owner is responsible to clear, at their own expense, any items placed over/on the affected flooring subsequent to the original installation. Upon completion of the repairs/replacement this Limited Warranty shall remain in effect with respect to such floor.



Terms for Warranty

If a defect covered by this limited warranty is found and reported within the warranty period to place of purchase, Malibu Wide Plank Floors will supply new flooring of similar color, style, pattern and quality to replace/repair the defective area. Additionally, if the floor was professionally installed Evolutions will pay reasonable labor to replace the defective area.

First two years of warranty period: labor reimbursed at 50% of reasonable and customary charges not to exceed our pre-determined labor limits. After 2 years no labor is reimbursed.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to painting, cleaning, plumbing, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

Manufacturer reserves the right to request samples for review, conduct an onsite inspection if needed along with photographs or additional information to determine the nature or cause of the claim.



Exclusions

The following are not covered by the Limited Warranty:

- Damage due to improper installation or maintenance, improper cleaning products, after market polish or waxes.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction.
- Damage caused by spills, stains, scuffs and or scratches, abrasive cleaners.
- Damage caused by use of steam mops or vacuum beater bars, improper floor protectors, rolling loads, caster wheel chairs or furniture with improper floor protectors. Cuts or indentations from sharp objects, heavy point loads, spiked heel shoes or pet claws.
- Staining due to asphalt or rubber mats.
- Changes in color or gloss due to exposure from UV light/sunlight. Loss of gloss due to normal wear.

- Exterior application.
- Minor shading, color or texture differences between samples or printed material, photographs and delivered product.
- Construction traffic abuse to the surface of the flooring.



Warranty Owner

This Limited Warranty applies only to the original purchaser, not to any subsequent homeowner and is not transferable



Additional Terms of the Warranty

The foregoing sets forth our sole obligations and liability under the Warranty. The Warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. We disclaim all warranties not expressly set for the above.



To File a Claim

If you need to file a claim under the Warranty Program, you must first contact place of purchase within 3 months of experiencing a problem.

A written notice of claim must be filed within the warranty coverage period. Information verifying date of purchase, identity of the original purchaser, and invoices as proof of purchase will be required. You must provide a copy of the invoice showing where and when you purchased your flooring. Homeowners who purchased a home with the flooring installed by the builder must show their product/ flooring selection request from the builder. The floor must have been purchased from an authorized retail location and entirely paid for.

Any action or proceeding in any way relating to or arising out of the warranties set forth herein shall be exclusively governed by the laws of the State of California. Exclusive Jurisdiction and venue of any such action or proceeding shall be vested in the San Mateo Superior Court, State of California or in the United States District Court, Northern District of California. You, the purchaser, irrevocably waive any objections you now have or may hereafter have to the convenience or propriety of this venue.