



## Easy Luxury Rigid Core Flooring Manufacturer's Warranty Program

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This document details coverage and limitations for the warranties of Easy Luxury Rigid Core flooring products:

- Lifetime Residential Wear Limited Warranty
- 10-Year Light Commercial Wear Limited Warranty

### **WARRANTY TERMS AND CONDITIONS**

The limited warranties described herein (the "Warranties") are provided to either (a) the Original Purchaser of the products from Happy Floors or a Happy Floors dealer, or (b) the Original Owner of the products, if the purchase was made by a contractor or installer. The Original Purchaser and Original Owner are referred to as the "Warranty Holder".

The Warranties are not transferrable by the Warranty Holder to any other party, including but limited to, any subsequent purchaser of the property in which Easy Luxury flooring products are installed. The Warranties do not cover Easy Luxury flooring products that are donated, purchased on clearance or auction, or product purchased and resold prior to installation. The Warranties are specific to Easy Luxury flooring products and do not cover any moldings, trims, and/or accessories. Easy Luxury products are only to be used indoors in a dry, climate-controlled area.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND COMPRISE HAPPY FLOORS' SOLE AND ENTIRE WARRANTY OBLIGATION AND LIABILITY TO THE WARRANTY HOLDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

HAPPY FLOORS' TOTAL LIABILITY TO THE WARRANTY HOLDER FOR DAMAGES FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ANY CAUSE WHATSOEVER IN RELATION TO THE EASY LUXURY RIGID CORE FLOORING PRODUCTS WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE ( A"CLAIM") SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF SUCH EASY LUXURY RESILIENT FLOORING PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING THE FOREGOING SENTENCE UNDER NO CIRCUMSTANCES SHALL HAPPY FLOORS BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES, FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE.

### **LIFETIME RESIDENTIAL WEAR LAYER LIMITED WARRANTY**

This Lifetime Residential Wear Layer Limited Warranty warrants that the vinyl finish layer of the flooring material will not "wear through" under normal residential use, so long as the product was installed and maintained according to the instructions provided by Happy Floors. For purposes of this Lifetime Residential Wear Layer Limited Warranty, "wear through" means surface that has been worn to such an extent as to expose and damage the core material in over 5% of the total installation. Gloss reduction, color variations, and surface scratches are considered normal wear and tear and are not considered to be surface "wear through".

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Should “wear through” in the vinyl finish layer of the flooring material occur, your dealer will arrange for replacement materials for the defective area as outlined below. Products that were determined to be defective or damaged resulting from improper installation would not constitute a valid claim under this Lifetime Residential Wear Layer Limited Warranty. Happy Floors and the dealer reserve the right to inspect any claim, request photographs and samples prior to approving any claim. This Lifetime Residential Wear Layer Limited Warranty is non-transferable and valid only to the Original Purchaser or Original Owner as described herein.

Terms of Lifetime Residential Wear Layer Limited Warranty:

- First Year: With respect to approved claims on defects covered by this Lifetime Residential Wear Layer Limited Warranty that are reported in writing with proof of purchase within one year of purchase, Happy Floors will provide replacement material of similar color, pattern, and quality to cover the defective areas. Reasonable labor costs will be included if the original installation included professional labor costs.
- After Year 1 until Year 5: With respect to approved claims on defects covered by this Lifetime Residential Wear Layer Limited Warranty that are reported in writing with proof of purchase after one year and within five years from purchase, Happy Floors will provide replacement material of similar color, pattern and quality to cover the defective area. Fifty percent (50%) of reasonable labor costs will be included if the original installation included professional labor costs.
- After Year 5: With respect to approved claims on defects covered by this Lifetime Residential Wear Layer Limited Warranty that are reported in writing with proof of purchase after 5 years from purchase, Happy Floors will provide replacement material of similar color, pattern, and quality to cover the defective areas. Labor costs are not included.

Note: As product offerings change over time, replacement material provided under any warranty claim may not be an exact match. The product of most similar color, pattern, and quality can be substituted in place of the original product at Happy Floors' sole discretion. Happy Floors will not guarantee or be held responsible if material does not match adjoining floors. In all warranty cases, Happy Floors reserves the sole right to issue a pro-rata credit or refund in lieu of providing replacement material. Pro-rata refunds will be calculated based off the portion of the floor deemed to be covered by this Lifetime Residential Wear Layer Limited Warranty. If any labor is covered as part of an approved claim, as described herein, Happy Floors reserves the right to use an installation source of its choice.

### **10-YEAR LIGHT COMMERCIAL WEAR LAYER LIMITED WARRANTY**

This 10-Year Light Commercial Wear Layer Limited Warranty warrants that the vinyl finish layer of the flooring material will not “wear through” under normal light commercial use of the product for a period of 10 years from the date of purchase, so long as the product was installed and maintained according to the instructions provided by Happy Floors. For purposes of this 10-Year Light Commercial Wear Layer Limited Warranty, “wear through” means surface that has been worn to such an extent as to expose and damage the core material in over 5% of the total installation. Gloss reduction, color variations, and surface scratches are considered normal wear and tear and are not considered to be surface “wear through”. For purposes of this 10-Year Light Commercial Wear Layer Limited Warranty, “light commercial” means anything other than a single-family residence that does not experience heavy commercial traffic. Examples of “light commercial” are hotel guest rooms, medical office waiting areas, retail such as boutiques, showrooms, building entryways (walk-off mats

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required) and hallways, as well as institutional classrooms, meeting rooms, employee training rooms, and common areas with light commercial traffic.

Should “wear through” in the vinyl finish layer of the flooring material occur, your dealer will arrange for replacement materials for the defective area as outlined below. Products that were determined to be defective or damaged resulting from improper installation would not constitute a valid claim under this 10-Year Light Commercial Wear Layer Limited Warranty. Happy Floors and the dealer reserve the right to inspect any claim, request photographs and samples prior to approving any claim. This 10-Year Light Commercial Wear Layer Limited Warranty is non-transferable and valid only to the Original Purchaser or Original Owner as described herein.

Terms of 10-Year Light Commercial Wear Layer Limited Warranty:

- First Year: With respect to approved claims on defects covered by this 10-Year Light Commercial Wear Layer Limited Warranty that are reported in writing with proof of purchase within one year of purchase, Happy Floors will provide replacement material of similar color, pattern, and quality to cover the defective areas. Reasonable labor costs will be included if the original installation included professional labor costs.
- After Year 1 until Year 5: With respect to approved claims on defects covered by this 10-Year Light Commercial Wear Layer Limited Warranty that are reported in writing with proof of purchase after one year and within five years from purchase, Happy Floors will provide replacement material of similar color, pattern and quality to cover the defective area. Fifty percent (50%) of reasonable labor costs will be included if the original installation included professional labor costs.
- After Year 5 until Year 10: With respect to approved claims on defects covered by this 10-Year Light Commercial Wear Layer Limited Warranty that are reported in writing with proof of purchase after 5 years and within 10 years from purchase, Happy Floors will provide replacement material of similar color, pattern, and quality to cover the defective areas. Labor costs are not included.

Note: As product offerings change over time, replacement material provided under any warranty claim may not be an exact match. The product of most similar color, pattern, and quality can be substituted in place of the original product at Happy Floors' sole discretion. Happy Floors will not guarantee or be held responsible if material does not match adjoining floors. In all warranty cases, Happy Floors reserves the sole right to issue a pro-rata credit or refund in lieu of providing replacement material. Pro-rata refunds will be calculated based off the portion of the floor deemed to be covered by this 10-Year Light Commercial Wear Layer Limited Warranty. If any labor is covered as part of an approved claim, as described herein, Happy Floors reserves the right to use an installation source of its choice.

### **WARRANTY EXCLUSIONS AND LIMITATIONS FOR ALL EASY LUXURY PRODUCTS**

Notwithstanding the foregoing, the Warranties shall not apply to any:

- Damage due to tape and/or adhesives, scratches, gouges, cuts and punctures, indentations, burns, or accidents
- Damage from fire, flooding, or standing water
- Damage from any type of rolling chair or other rolling loads, lack of proper use of chair leg protectors or furniture pads, high heels, or spiked shoes

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- Discoloration and staining from rubber mats, asphalt staining, or from any intentional misuse or abuse of the product (abuse is any unreasonable use of the flooring considering normal uses in a residential or light commercial application)
- Loss of gloss or gloss reduction and surface scratches (considered normal wear and tear)
- Damage caused by mold or mildew growth due to prolonged moisture exposure
- Damage caused by any cleaning device such as a commercial floor cleaner, or vacuum cleaner roller bars or wheels
- Reduction in or loss of any finish gloss over time is consistent with normal wear & tear and is not a product flaw (mentioned above)
- Defects caused by extended exposure direct sunlight or UV light
- Inherent color variations are common in the manufacturing process and are not covered
- Any discoloration or delamination in the joints/v-grooves of the installed product that occurred due to any long-term liquid or cleaning chemical exposure
- Improper installation, or noncompliance with Easy Luxury installation instructions and maintenance guidelines
- Floor coverings installed in inappropriate locations are excluded from this warranty
- Construction or installation related damage
- Installation of products in inappropriate areas such as heavy commercial or outdoors applications (mentioned above)
- Flooring installed in areas that are subject to temperatures above 110°F or below 32°F
- Cracking, warping, splits, edge fracturing chipping, delamination, or any other defect due to misuse, abuse, accidents, alterations, or improper installation

### **LIMITATION OF LABOR AS PART OF ANY LIMITED WARRANTY CLAIM**

Happy Floors is not responsible for any extra labor costs such as furniture movers, labor overtime, or other special circumstantial labor. Reasonable labor is determined using industry standards.

### **HOW TO FILE A CLAIM**

Any claim made under any of these limited warranties may be made by contacting your retailer within 30 days of noticing a potential claim. The retailer will require you to submit the claim in writing as well as provide Proof of Purchase as required by these warranties. Claimant must be the Original Purchaser or Original Owner and may be asked to provide pictures as part of the initial claim or during the claim process. All claims made under these warranties must be made within the allowable claim periods.