



BUILD PRO

Limited Residential and Light Commercial Warranty

Vinyl Flooring – Rigid Core SPC

Effective Date: 12-1-2024

This flooring comes with Limited Warranties. The warranties apply to the original purchaser of the flooring for residential or light commercial use and is not transferable. For the warranties to be effective, the flooring must be installed, cared, maintained and placed in service conditions according to manufacturer's installation instructions.

Limited Manufacturing Defect Warranty

Build Pro Cincy, LLC ("Build Pro Cincy") warrants the flooring in their original manufactured condition to be free from defects in material and workmanship including milling, assembly, dimension and grading for a period of one year from the date of purchase.

Limited Lifetime Residential Wear Warranty

Build Pro Cincy warrants that for the duration of the service life of the flooring and under normal residential conditions and uses, the wear layer will not wear-through from foot traffic to the point of exposing the substrate layer of the flooring.

Limited Lifetime Residential Waterproof Warranty

Build Pro Cincy warrants that for as long as the flooring is in service, top surface water exposure from normal residential activities and uses, will not damage the structural integrity of the flooring.

Limited Lifetime Residential Structural Integrity Warranty

Build Pro Cincy warrants that for as long as the flooring is in service, under normal residential conditions and uses, the cohesion between the layers of the product will remain intact and the flooring will remain stable.

Limited Light Commercial Wear Warranties

Build Pro Cincy warrants that for the warranty duration as published in marketing copy or sales brochures, under normal conditions and uses, the wear layer will not wear-through from foot traffic to the point of exposing the substrate layer of the flooring.

Definitions:

1. "Residential use" means that the original purchaser owns and resides in the home where the product was installed. It excludes rental and leased properties.

2. "Light Commercial use" means conditions and foot traffic which moderately impact the flooring. Examples: Small restaurant (excluding wet area), doctor/dental offices, nursing home common areas, lounge (excluding service area), interior entryways, elevators, office conference rooms, hospitality rooms, vending areas, art galleries, banks, bookstores, boutiques, office waiting area, gift shops, hotel rooms, jewelry stores, professional offices, photography studios, styling salons, rented or leased dwelling places.
3. "Full Commercial use" means conditions and foot traffic which severely impact the flooring. Examples: Airport terminals, bars, large restaurants, department store aisles, supermarket aisles, school classrooms and hallways.
4. "Finish wear through" is defined as "complete finished wear layer removal exposing the core layer and affecting at least 10% of a total floor installation project" due to normal foot traffic.
5. "Waterproof" means water exposure on surface of the flooring resulting from normal residential activities will not damage the structural integrity of the flooring.
6. "Structural integrity" is defined as "the cohesion between the composites or layers of the product" which will remain intact when installed, cared, maintained and placed in service conditions according to manufacturer's instructions during service life of the product. Attached backing (I.e., IXPE padding) is not part of composite unit, therefore it is excluded.

The decorative layer of vinyl floor is resistant to color changes from light exposure. But it is not absolutely light color fast. Exposure to light will affect the appearance of the floor. The level of change is dependent on the intensity of the light and length of exposure. Build Pro Cincy does not warrant against appearance changes in the planks. Any sample, photos or models is for demonstrative purposes only and they do not create a warranty of any kind that the goods you purchased shall conform thereto. Build Pro Cincy does not warrant against variations between samples, photos or models and the installed flooring.

Terms of Limited Lifetime Residential Warranties:

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Build Pro Cincy will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Five – Claims submitted for confirmed manufacturing defects submitted after year one and before year five. Build Pro Cincy will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- Year Five and Year Ten – Claims submitted for confirmed manufacturing defect submitted after year five and before year ten. Build Pro Cincy will arrange a credit based on the applicable purchase price but no labor cost.
- After Ten Years - Claims submitted for confirmed manufacturing defect submitted after year ten. Build Pro Cincy will provide products to repair the defective areas of the floor but no labor cost. If flooring model is no longer available, other reasonable arrangement will be substituted.

Terms of Limited Light Commercial Warranties:

BuildPro Cincy, LLC
148 Caldwell Drive
Cincinnati, Ohio 45216

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Build Pro Cincy will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Two – Claims submitted for confirmed manufacturing defect submitted after year one and before year two. Build Pro Cincy will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- Year Two and End of Term – Claims submitted for confirmed manufacturing defect submitted after year two and before the end of the term. Build Pro Cincy will arrange a credit based on the applicable purchase price but no labor cost.

This warranty is subject to the following conditions:

- The flooring must be installed properly in accordance with the manufacturer's installation instructions and for its intended purpose as flooring.
- Uses other than its intended purpose are not covered by the warranty. Such uses include, but not limited to, installation on the ceilings, walls, boats, airplane, motor vehicles, recreational vehicles.
- Installation requirements include, but not limited to, subfloor moisture content limits, flatness, soundness and stability, required product acclimation.
- The flooring must be used indoors in dry, climate-controlled areas. This limited warranty does not apply if it is used outdoors or otherwise exposed to uncontrolled climate conditions.
- The flooring must be maintained in accordance with the included care and maintenance instructions.
- This limited warranty applies only to defects which were not visible before or during installation of the flooring. If there is a visible defect in the flooring material, the flooring material should not be installed, and should instead be returned as defective material.
- Manufacturing defects must be in excess of industry waste factor which is 5% of total area of installation or project. It is more for diagonal installation or certain room layout.

Exclusions from warranty coverage:

- Sunlight and heat damages. A combination of heat and sunlight can cause most fading, discoloration or thermal expansion/contraction. Prolonged exposure to direct sunlight can result in discoloration and excessive temperatures resulting in buckling or de-lamination.
- Mold and mildew. The flooring itself is waterproof but it is not a moisture barrier. It is not intended prevent moisture accumulation which promotes the growth of mold or mildew.
- Damages resulting from improper or inadequate maintenance or accidents, such as damage caused by scratching, scuffing, impact or cutting.
- Damages from disasters, either natural or man-caused or other casualty damages which are usually covered under homeowner insurance.
- Damages resulting from the use of a steam cleaner, heavy weight commercial cleaning machines.

- Gloss or sheen reduction or discoloration resulting from heat, sunlight or artificial light.
- Damages resulting from improper installation or construction.
- Damages resulting from abuses such as, moving appliances across the floor without adequate floor protection.
- Damages from rolling loads such as hospital bed, chair casters, carts, wheelchairs, etc.
- Damage caused by water or excessive moisture on the floor, in the subfloor or underneath the floor.
- Water damage caused by flooding, prolonged stay of standing water, subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure), leaking pipes, household mechanical failures, appliance leaks, door and window leaks, or conditions that result in moisture being below the floor are not covered.
- Water damages to the surrounding areas attached to the flooring. The flooring itself is waterproof, but it is not a waterproofing agent for other objects.
- Gapping that are less than less than 10 mils wide and less than 2 inches long.
- Separation between layers caused by exposure to excessive humidity or temperature and environmental changes that occurs during or after the flooring has been installed.
- Noises including, but not limited to, squeaks, popping, etc.
- Product deformity that is not measurable or that is only visible under certain light or from a certain angle is not considered a defect. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Recoating and finish alterations (finishes applied by the owner or installer) including, but not limited to, refinishing or recoating.
- Floors that are installed in non-owner-occupied residences (except products that are noted warranted commercial).
- Floors that have been replaced by a previous claim.
- Floor which have been installed, then removed to make corrections due to installation errors, and reinstalled.
- Incidental and consequential damages. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Such damages shall include, but not limited to, the followings: any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products, inconveniences or hotel accommodations.
- Products sold "AS IS" or products described as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "rustic," "close-out," "off-goods" or "non-standard."

Disclaimers:

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY BUILD PRO CINCY IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED BY BUILD PRO CINCY. BUILD PRO CINCY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD OR SERVICES RENDRED BY BUILD PRO CINCY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY BUILD PRO CINCY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, BUILD PRO CINCY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. BUILD PRO CINCY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF BUILD PRO CINCY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE AS PROVIDED HEREIN. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

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.

Build Pro Cincy's warranties cannot be altered by sales representatives or distributors. Sales representatives and distributors have no authority whatsoever to establish, expand, or otherwise modify said warranties.

Build Pro Cincy's limited warranty provisions are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

Build Pro Cincy's limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid.

Claims:

Any claim which is covered under the Build Pro Cincy Limited Warranty must be submitted to us through your retailer who will file a claim on your behalf. You will be required to provide the following information: your name, address, contact information, purchase order information, and receipt showing proof of the Build Pro Cincy flooring purchased.

Build Pro Cincy's Responsibility:

If Build Pro Cincy, accepts a claim under this limited warranty, Build Pro Cincy, will repair or replace, at its option, the Build Pro Cincy flooring material only. If your floor was professionally installed, Build Pro Cincy will also pay reasonable labor costs for the repairs or replacement as stated in warranty terms. If we repair or replace a plank or more as a result of a warranty claim, you will be required to clear, at your expense, any items placed over the affected area subsequent to the original installation.

Build Pro Cincy reserves the right to verify any claims or defect by inspection and have samples removed for technical analysis. We must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which should be no less than thirty (30) days after the problem is reported. Do not remove installed flooring prior to inspection. Removal of flooring prior to inspection will void the warranty.

If Build Pro Cincy in its sole discretion, determines that such repair or replacement is not reasonably achievable, Build Pro Cincy will refund the dealer's purchase price of the affected flooring material.

We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, we conclude the site conditions may not be acceptable for the installation of the flooring.

Upon approval of a warranty claim, Build Pro Cincy will provide instructions on the manner in which to proceed in order to have your flooring repaired or replaced. 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 Build Pro Cincy product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.