

ALL PRODUCTS

This document is intended to provide the warranty information for the listed products. The products listed within this document are included within a system warranty for the flooring products they are recommended for use with, which includes bond and performance when utilized with the recommended adhesive products.

Should you need a Project Specific Warranty for the installed products, please reach out to us and we will be happy to provide one for you. We will request the project name & address, installation contractor & address, product installed & adhesives utilized, and the substantial completion date of the project to complete this Project Specific Warranty.

### **WARRANTY COVERAGE**

Flexco Corporation, subject to the terms and conditions set forth below, warrants that the products, at the time of delivery will conform to published technical documents will be free from manufacturing defects and will perform as intended under normal usage for the applicable stated warranty period of the product being installed (the system), when the products are utilized within their shelf life and according to the technical data sheets and other written materials, government regulations and codes, as well as standard industry practices.

Any product that is available for purchase from Flexco Corporation that is not covered or mentioned in this warranty document is considered to not have a product performance warranty and a Sixty (60) Day Manufacturer's Warranty.

Product Warranty period begins at the DATE OF SUBSTANTIAL COMPLETION, or One (1) Year from date of purchase from Distributing Agent, or Two (2) Years from date of purchase from Manufacturing entity, whichever comes first. On products with a shelf life, warranty becomes void if utilized past the shelf life.

For the purposes of this warranty there are several terms that we would like to be taken within the realm of our understanding, so we are defining those understandings within this document.

MANUFACTURERS' WARRANTY is meant to be understood the warranty covers manufacturing defects only for the length of time stated.

**LIMITED COMMERCIAL WARRANTY** is meant to be understood as the warranty covers manufacturing defects, adhesive and flooring materials, stated performance of flooring materials, and wear of the product for the length of time stated.

**SYSTEM WARRANTY** is meant to be understood as the components provided by RHC entities to complete the installation. Excelsior Adhesives, Excelsior Underlayments, and RHC Entity Flooring Products and the warranty length is determined by the Flooring Product warranty.

**WEAR WARRANTY** is meant to be understood as the warranty covers wearing through the decorative layer or visible sampled surface of the material.

**LIFETIME WARRANTY** is meant to be understood as the original installation within the original facility to the original owner as long as the installation remains unchanged, within the stated Limited Commercial Warranty for the product installed and properly maintained. This warranty is not transferrable unless specifically requested.

**ADHESIVE BOND WARRANTY** is understood to mean the warranty covers the bond of the flooring with the stated recommended Excelsior adhesive for length of time stated. We do not cover or provide warranty for bond for any adhesives other than the listed Recommended Adhesives. If another adhesive is utilized, the stated warranty for the product remains in effect but the bond warranty for the adhesive and the stated length of the bond warranty for the adhesive will come from the adhesive manufacturer or distributing agent.

## RUBBER FLOORING PRODUCTS

EnviroFlex Rubber Flooring	Twenty (20) Year Limited Commercial Warranty
Distinct Designs Rubber Flooring IMO Rubber Flooring	Ten (10) Year Limited Commercial Warranty



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Repel Oil & Grease Resistant Rubber Flooring	Three (3) Year Limited Commercial Warranty
	Can be utilized in commercial kitchens but warranty does not cover use directly around and/or under commercial grills and/or fryers in commercial kitchens. Must utilize the U-705 Urethane or EW-710 Epoxy adhesive for installation for bond warranty.  Material is formulated to withstand exposure for a reasonable time to
	allow the area to be cleaned properly to remove petroleum hydrocarbons, vegetable oils, and/or animal fats & oils.
Tuflex Force Rubber Tile	Three (3) Year Limited Commercial Warranty with Exposure to Ice Skates and/or Metal Sports Cleats
	Ten (10) Year Limited Commercial Warranty including Aging Performance Warranty
	Lifetime Wall-to-Wall Limited Commercial Warranty including Cupping, Crowning, & Buckling (material produced after 01/01/2022)
	Exposure to Ice Skates and/or Metal Sports Cleats Warranty is that the product will not wear through the wear layer, it does not include a warranty that it will not show signs of exposure to these items such as visual marks, cuts, punctures, and/or indentation from the Skates or Cleats in these applications. In these applications it is more about protecting the substrate, skate blades, and/or the cleats themselves to hinder their performance.
	Aging performance warranty is that the product will not change colors beyond the standard allowance within ASTM Standards.
	Cupping, Crowning, & Buckling warranty is that the product will lay flat for the lifetime of the installation as defined within this warranty document.
	Interlocking material exposed in applications that will be maintained with ride on auto scrubbing equipment, exposed to heavy rolling loads such as expandable bleachers, etc. must be fully adhered to prevent movement under the weight and force of the loads.
	Due to the lower durometer of this product and the method of finishing to squareness and size, installation of square edge tiles requires an ashlar / brick pattern to ensure the ideal overall visual appearance. Square Edge Tuflex installed in the traditional point to point method is not subject to a warranty claim for appearance of the seams.
Prime Sports Floor Recycled Rubber Tile	Three (3) Year Limited Commercial Warranty
	Warranty does not cover variations that can be present from piece to piece and roll to roll due to the recycled nature of the product.
	Warranty does not cover skive lines that may be present on the surface of the material from the manufacturing process unless they are determined by the manufacturer or RHC Technical to be excessive per ASTM F3041.
	Material this is installed is considered accepted by the installation contractor and not covered by the product warranty.
	Interlocking material exposed in applications that will be maintained with ride on auto scrubbing equipment, exposed to heavy rolling loads such as expandable bleachers, etc. must be fully adhered to prevent movement under the weight and force of the loads.
	Material in areas with where free weights and/or dumbbells over 50 lbs. will be used, should be 3/8" thick or greater and fully adhered.



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Flex-Tuft Vulcanized Recycled Rubber Tile	Five (5) Year Limited Commercial Warranty
	Warranty does not cover variations that can be present from piece to piece due to the recycled nature of the product.
	Warranty does not cover discoloration on colored products due to outdoor installation, exposure to sunlight, and/or foot traffic.
	Due to the recycled nature of this product, installation requires a quarter-turn pattern while leaving a 1/16" gap around each tile to ensure the ideal overall visual appearance.
Flex-Tuft Non-Vulcanized Recycled Rubber Tile	Five (5) Year Limited Commercial Warranty
	Warranty does not cover variations that can be present from piece to piece due to the recycled nature of the product.
	Warranty does not cover material installed outdoors or within twenty feet of entryways.
	Warranty does not cover discoloration on colored products due to outdoor installation, exposure to sunlight, and/or foot traffic.
	Due to the recycled nature of this product, installation requires a quarter-turn pattern while leaving a 1/16" gap around each tile to ensure the ideal overall visual appearance.

### SOLID VINYL FLOORING PRODUCTS

Delane Solid Vinyl Tile	Ten (10) Year Limited Commercial Warranty
Geodesy Solid Vinyl Tile	

## LUXURY VINYL FLOORING PRODUCTS

Natural Elements Vinyl Plank & Tile	Twenty (20) Year Limited Commercial Warranty
	Lifetime Limited Residential / Multi-Family Warranty
	Limited Waterproof Warranty
	Waterproof is understood to mean the structural integrity of the Luxury Vinyl Tile and Plank Flooring products will not degrade due to contact with moisture/water in standard conditions (does not cover flooding). Waterproof Luxury Vinyl Tile and Plank Flooring should not be used to mitigate an existing moisture condition and cannot prevent issues associated with or caused by excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.
Crosswire Woven Vinyl Flooring	Twenty (20) Year Limited Commercial Warranty
	Lifetime Limited Residential / Multi-Family Warranty
	Limited Triple-Defense Wear Layer System Waterproof Warranty

# **ESD STATIC CONTROL FLOORING PRODUCTS**

Electrical Resistance Ranges	Conductive - 2.5 x $10^4$ $\Omega$ - 1 x $10^6$ $\Omega$ (0.25 M $\Omega$ - 1 M $\Omega$ ) Dissipative - 1 x $10^6$ $\Omega$ - 1 x $10^9$ $\Omega$ (1 M $\Omega$ - 1,000 M $\Omega$ )
	Electrical Resistance Warranty is understood to mean the electrical resistance will stay within the specified range listed for the product period when properly installed and maintained as part of a system including required adhesives, copper grounding strips, and care & maintenance recommendations.



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ESD Rubber Static Control Flooring	Dissipative Electrical Resistance Range Available Ten (10) Year Limited Commercial Warranty Fifteen (15) Year Limited Electrical Resistance Warranty
ESD Vinyl Static Control Flooring	Conductive & Dissipative Electrical Resistance Ranges Available Ten (10) Year Limited Commercial Warranty Lifetime Limited Electrical Resistance Warranty
ESD Vinyl Sheet Flooring	Dissipative Electrical Resistance Range Available Ten (10) Year Limited Commercial Warranty Ten (10) Year Limited Electrical Resistance Warranty

# **STAIR TREAD & RISER PRODUCTS**

Metal Reinforced Rubber Stair Tread	Twenty-Five (25) Year Limited Commercial Warranty
Rubber Stair Tread	Ten (10) Year Limited Commercial Warranty
Repel Oil & Grease Resistant Rubber Stair Tread	Three (3) Year Limited Commercial Warranty
	Can be utilized in commercial kitchens but warranty does not cover use directly around and/or under commercial grills and/or fryers in commercial kitchens. Must utilize the U-705 Urethane or EW-710 Epoxy adhesive for installation for bond warranty.
	Material is formulated to withstand exposure for a reasonable time to allow the area to be cleaned properly to remove petroleum hydrocarbons, vegetable oils, and/or animal fats & oils.
Impression Luxury Vinyl Stair Tread	Ten (10) Year Limited Commercial Warranty
	Lifetime Limited Residential / Multi-Family Warranty
Vinyl Stair Tread Commercial Safety Rib (VT)	Five (5) Year Limited Commercial Warranty
Vinyl Stair Tread Standard Safety Rub (LVT)	Three (3) Year Limited Commercial Warranty
Rubber & Vinyl Riser & Stringer Products	Carries the same Limited Commercial Warranty as the products they are installed with.
Abrasive Inserts (Installed in Rubber or Vinyl Stair Treads)	One (1) Year Limited Commercial Warranty
Smooth and/or Ribbed Inserts (Installed in Rubber or Vinyl Stair Treads)	Carries the same Limited Commercial Warranty as the products they are installed in.
Outdoor Rubber Stair Treads	Three (3) Year Limited Commercial Warranty including Aging Performance Warranty
	Aging performance warranty is the product will not crack or degrade beyond the standard allowance within ASTM Standards.
Metal Stair Tread, Metal Tread Plates, & Metal Nosings	Five (5) Year Limited Commercial Warranty

# **WALL BASE & ACCESSORY PRODUCTS**

FlashCove Prefabricated Base with EnviroFlex Sheet	Twenty (20) Year Limited Commercial Warranty Lifetime Puncture Proof Warranty
FlashCove Prefabricated Base with Distinct	Ten (10) Year Limited Commercial Warranty
Designs Sheet	Lifetime Puncture Proof Warranty



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Base Sculptures Wall Base	Ten (10) Year Limited Commercial Warranty
Wallflowers Wall Base	Five (5) Year Limited Commercial Warranty
Base 2000 Wall Base	
Health Design Wall Base	
Vinyl Wall Base	Three (3) Year Limited Commercial Warranty
Vinyl Accessories	One (1) Year Limited Commercial Warranty

### **EXCLUSIONS FROM WARRANTY COVERAGE**

The above warranty periods do not apply or cover any of the following scenarios:

- 1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor, or installer without expressed, written consent from Manufacturer's technical staff.
- 2. Normal wear and tear from intended usage of said product.
- 3. Failure of buyer, owner, product applicator, or anyone else to follow applicable instructions available at the time of installation.
- 4. Products that have been damaged by Acts of God, including, but not limited to tornadoes, hurricanes, flooding, earthquakes, or other types of natural disasters.
- 5. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools, or machinery.
- 6. Discoloration or damage caused by subfloor or adhesive pH levels. Discoloration, fading, or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.
- 7. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons and not designed for that application.
- 8. Products that have been installed with a non-approved adhesive that is not a compatible adhesive or an adhesive creating concern without approval in written form.
- 9. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sewer backup, sink overflow, etc.
- 10. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues, including improper substrate preparations whether written or industry standards.
- 11. Products that have been damaged, with intent by abuse, misuse, modification of the product, negligence or accident, such as tears, burns, or cuts, including damage in installations of products approved for use with Ice Skates, Spikes, Etc.
- 12. Products that have been damaged by sharp, pointed objects, such as stiletto high heels and/or damaged high heels.
- 13. Products not stored in a consistent manner with the manufacturer's technical specifications.
- 14. Products installed outdoors as products are designed to perform within indoor applications only.
- 15. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer.
- 16. Any products that have been sold or resold as "seconds," "mill-run," "non-conforming," "as is" or otherwise denoted as non-standard quality.

It is expressly understood that your purchase of our products acknowledges that FLEXCO is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

## YOUR LEGAL RIGHTS

Except for the expressed warranties above, manufacturer makes no representations regarding the products, their use or performance and refuses all representations and warranties, whether expressed and/or implied, written and/or oral, with respect to the products, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Under no circumstances will manufacturer be liable for any consequential, incidental, indirect, punitive, or special damage, including lost profits. In no event shall manufacturer liability ever exceed the purchase price paid for the product at issue and an amount up to the original cost of labor and material for the affected installation area. The purchaser acknowledges that the remedies provided in this limited warranty are its sole and exclusive remedies, and manufacturer's sole obligation, for any breach of representation or warranty, is in lieu of all other remedies.

Purchaser must bring legal action for breach of warranty within one year after the claim or cause of action has accrued or period prescribed by the applicable statutes of limitation or repose, whichever comes first. Some states do not allow limitations on the length of implied warranties. Though this warranty gives the purchaser specific legal rights, the purchaser may also have additional



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legal rights afforded them by the appropriate state. Exclusions or limitations of incidental or consequential damages may vary by state. For further information, consult the appropriate state consumer affairs office or the state attorney general's office.

### NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within *fifteen (15) working days* from date it was, or reasonably should have been discovered, by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than *thirty (30) days* after the applicable warranty period has ended.

All warranty opportunities (claims) must be directed at:

RHC Customer Support Specialists 1600 North Union Street, Fostoria Ohio 44830 P: (844) 393-4044 E: opportunities@rhctechnical.com

All claims should include a completed Opportunities (Claim) Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

FLEXCO, or its designated representative, shall have the right to examine the products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to such examination will void this warranty. FLEXCO may require additional testing or verification of any such test obtained by the original purchaser.

# YOUR EXCLUSIVE REMEDY

If a FLEXCO product(s) is used in the installation and the product is proven defective within the applicable period stated in this warranty, you will receive, as your sole remedy, FLEXCO replacement product and reimbursement of your reasonable and substantiated material and fair market value labor charged related to both, not to exceed the original cost of installation. Any repair to, or replacement of, a localized area is not guaranteed to match initial installation; and any such discrepancies are not covered under this Warranty. We reserve the right to prorate replacement materials and/or approved labor based on the length of the product warranty and will align with the table below.

First 20% of the Warranty Period	100% of the Replacement Costs
21% - 50% of the Warranty Period	Material Costs and 50% of the Replacement Labor
Last 50% of the Warranty Period	Material Costs Only

# **SUPPORT & ADDITIONAL DOCUMENTATION**

Product Support Phone & Email	(800) 633 – 3151 / <u>info@flexcofloors.com</u>
Technical Support Phone & Email	(844) 393 – 4044 / solutions@rhctechnical.com
Product Technical Documentation	www.flexcofloors.com
Associated or Related Documentation	Excelsior Products Warranty

The contents contained within this Warranty may be utilized or copied into another projected related document, but this original document will remain in effect at the time of product installation, this warranty shall not be supplemented or replaced by the resulting project documentation. Any alterations to the wording or requirements contained in or derived from this document shall void all related warranties.

See installation information and documents for full installation details regarding substrates, job site conditions, & acclimation procedures. The intent of this document is to provide technical and performance properties of the mentioned adhesive as well as define the intended method of installation for the products in which the adhesive is approved for use. Any installation guidelines are to be considered as a starting point at a minimum for a successful installation. We rely on the expertise and professionals that are installing the products to adjust based on site conditions. Anything that appears to be a link, is and leads to additional information if necessary or provides a means of contact in the event there are any additional questions. Prior to acceptance of this document refer to the product website to confirm that you have the most current revision.

These products are intended for installation by professionals, prior to use the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability.