

MANUFACTURING DEFECT LIMITED WARRANTY:

Manufacturer warrants that the STAINMASTER® and STAINMASTER® PetProtect™ Luxury Vinyl flooring products (“Products”) purchased and installed in residential or accepted commercial settings on or after December 5th, 2022, will be free from manufacturing defects for the period of the warranty coverage (see chart below). All Products must be installed per the Installation Instructions, available at [Lowes.com](https://www.lowes.com). This Limited Warranty covers any manufacturing defect that appears during normal use. For purposes of this Limited Warranty, “Residential Setting” means a job installed utilizing one or more Products for climate controlled indoor use at an owner occupied single family dwelling and “accepted Commercial Setting” means a job installation utilizing one or more Products for climate controlled indoor use at: Specialty Retail (art galleries, jewelry stores, boutiques/clothing stores, gift shops); Medical (doctors’ offices, waiting rooms, exam rooms, reception areas); multiuse (rental home, short term rental, living spaces/apartments/ hotel rooms, laundry rooms, storage areas, conference rooms, light-use exercise rooms); schools/institutions (meeting and training rooms, offices, common areas, lobbies, storage areas, reception areas); office/industrial (offices, reception areas, storage rooms, conference rooms, training rooms).

NOTICE ABOUT DISPUTE RESOLUTION: This Limited Warranty is subject to limitations on your rights and remedies, which may include binding arbitration. See details in the Dispute Resolution section below.

Who is Covered:

This Limited Warranty is not transferable or assignable and only applies to the original purchaser and to the original owner of the property/unit in which the Products were installed (hereafter “You” or “Your”).

What is Covered:

Manufacturer warrants the Products will meet the following performance conditions for the period of the warranty coverage. All coverage is subject to Your compliance with the care and maintenance instructions found in the Installation Instructions, if applicable. All coverage is subject to exclusions and other restrictions provided below.

Limited Warranty for Wear:

Installed Products will not wear through to the printed film layer under normal use. For the purposes of this Limited Warranty, “wear through” means that, as a result of normal use, the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered, or affected.

Limited Warranty for Stains:

Installed Products will resist food and beverage stains that occur during normal use (“Covered Stains”). For a Covered Stain to qualify for coverage under this warranty, the affected area of flooring must be permanently discolored.

PetProtect™ Stain Limited Warranty:

Installed Products will not stain from accidents (urine, feces, and vomit) caused by domestic pets such as cats and dogs.

Limited Waterproof Warranty:

Installed Products are waterproof and will not be damaged or structurally compromised by normal exposure to surface spills and tracked water/moisture. Excessive subfloor moisture is an ideal breeding ground for mold, mildew and fungus that will not harm the Products, but will contribute to an unhealthy indoor living environment if left unattended. Limitations apply as stated below.

Warranty Remedy:

The manufacturer or an authorized manufacturer representative will repair or replace manufacturing defects in Products that meet the criteria of this Limited Warranty. The warranty team will determine in its sole discretion whether Products contain a defect that falls under the coverage of this Limited Warranty. The decision either to repair or to replace the affected Products will be made by the warranty team, in its sole discretion, and will be limited to the affected area of the Products.

- Manufacturer will supply new material of the same color, design, and grade, if available; if unavailable or
- discontinued, Manufacturer reserves the right to select and supply similar Products. After corrective action is taken on an existing defect, You will continue to receive warranty coverage for the remaining period of Your original warranty.
- If replacement is necessary, the Limited Warranty covers the removal and disposal of the original Products and the cost and installation of the comparable replacement Products, only when and if a professional flooring installer was paid to install the original Products. Labor will be paid per the following schedule, and it must be performed by a certified professional flooring installer:

- Within the first 2 years from the date of purchase – 100% of the labor for reinstall/repair
- Within years 3-4 from the date of purchase – 70% of the labor for reinstall/repair
- Within years 5-6 from date of purchase – 50% of the labor for reinstall/repair
- After 6 years – no labor reimbursement provided
- Any other labor charges, costs for moving furniture, equipment or baseboards, or other charges are Your responsibility and will not be paid by Manufacturer
- You must reasonably cooperate with the warranty team in its efforts to perform its obligations under this Limited Warranty.

Preconditions for Limited Warranty Coverage:

This Limited Warranty covers normal use only. The Products must be properly maintained following the preventive care guidelines in the Installation Instructions. The Products must be installed in continuous climate controlled interior environments as stated in the Care and Maintenance Instructions, available at Lowe.com.

Exclusions From Warranty Coverage:

Only first quality Products, which meet STAINMASTER[®] performance standards, will be covered under this Limited Warranty.

This Limited Warranty excludes:

- Products that have not been acclimated per the Installation Instructions.
- Improper installation or Products not installed according to the Installation Instructions and accepted industry practices from the accredited organizations listed in the Installation Instructions.
- Labor costs will not be covered when Products with visual defects greater than or equal to 1cm are installed. In that case, only replacement Products will be provided.
- Improper maintenance such as Product dulling by soaps, vinegar solutions, detergents, harsh chemicals, dressings, one-step cleaners, or wax.
- Click-to-lock Products that have been installed with adhesive.
- Product damage resulting from installation over foam-type, rubber, cork or other compressible type underlayments, including integrity of click-to-lock locking mechanisms.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, use of improper adhesives or incorrect application of adhesives, improper underlayments, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Stains, fading, discoloration, or moisture problems due to use of rubber or rubber-backed mats. Staining or changes in color caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; fading or discoloration by sunlight or heat generation.
- Product installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floors, and/or radiant-heated floors more than 80°F.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing, and appliance leaks; water leakage from doors, windows, and roofs.
- Damage to the locking mechanism caused by excessive deflection in the substrate, improper underlayments
- installed underneath the flooring, from improper rolling loads and direct contact from castor wheels, dynamic pressures and loads from electric wheelchairs is not covered.
- Damage from or growth of mold and mildew caused by excessive moisture in the environment or substrate that has been trapped under the flooring, including flooring installed outdoors or subjected to prolonged water exposure.
- Cuts, scratches, gouges, indentations, and punctures caused by sharp objects, such as narrow wheels, metal furniture glides, etc. Non-rubber walk-off mats are to be used at all egress points and shall be of sufficient depth and width to capture grit, dirt, and abrasive debris.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, heavy rolling loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects. Furniture, appliances, and movable fixtures should have a plastic or nylon protector at least 2" in diameter; chair casters / wheels should be a minimum of 2" in diameter and not be metal-type or narrower than 1" in width. Chair mats and protectors shall be used under office chairs including use in residential settings.

- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the Flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Flooring installed in areas not intended for solid vinyl plank or tile.

How Long is the Coverage:

The Products' Limited Warranty document covers Products that are applied in a Residential Setting or accepted Commercial Setting. The manufacturer reserves the right to classify each installation use. The following table outlines the warranty coverage timeframes:

WEAR LAYER THICKNESS	RESIDENTIAL LIMITED WARRANTY	COMMERCIAL LIMITED WARRANTY
12MIL	LIFETIME	15 years
20MIL	LIFETIME	20 years

For purposes of this Limited Warranty, "lifetime" is limited to the lifetime of the original purchaser or the original owner of the unit in which the Product is installed. In the event of any change of ownership of that unit, the coverage ceases.

WHAT YOU MUST DO TO REPORT A CLAIM:

Manufacturing defects must be reported within 30 days of first notice of defect in installed area. Always retain proof of purchase. Notify the warranty team of any defect and provide the following information:

- An explanation of the issue and what caused it;
- The location of the issue, and in what other areas/rooms, if any, Products are installed;
- Photographs of the affected area;
- Proof of purchase and professional installation if applicable.

If professionally installed, the installation receipt must include the following: service provider name, address, phone number, date of service, detail services provided, amount paid, and installation location.

How to Contact Us:

For warranty service, contact STAINMASTER Support Team via email at stainmaster@lowes.com, or call us at 1-800-438-7668. Hours are 8 AM to 5 PM EST, Monday through Friday. For the most up-to-date information about this Limited Warranty, please refer to [Lowes.com/STAINMASTER](https://www.lowes.com/STAINMASTER)

DISPUTE RESOLUTION: THE FOLLOWING REMEDY AND DISPUTE RESOLUTION PROVISIONS APPLY TO ALL OF THE LIMITED WARRANTIES INCLUDED IN THIS BOOKLET.

LIMITATIONS: YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL EQUAL THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE PRODUCT THAT DOES NOT CONFORM TO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR, AS PROVIDED HEREIN. NEITHER MANUFACTURER NOR LOWE'S SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES, OR FOR LOST OR PROSPECTIVE PROFITS, ARISING OUT OF THE PURCHASE OR USE OF THE STAINMASTER® PRODUCTS OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MANUFACTURER OR LOWE'S CUMULATIVE LIABILITY EXCEED THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE PRODUCT THAT DOES NOT CONFORM TO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, MANUFACTURER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT MANUFACTURER'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE.

State and Province Rights This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state or province to province. 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. Also, some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Informal DISPUTE RESOLUTION PROVISION

Manufacturer, Lowe's, and You each recognize and agree that good faith, informal efforts to resolve disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, You, Manufacturer, and Lowe's each agree that, before either of us may, under the provision below, commence an arbitration or assert a claim in small claims court, You, Manufacturer, and Lowe's will engage in the following informal dispute resolution process:

- The party seeking to initiate a claim in arbitration or small claims court ("claimant") must first give written notice to the other party ("respondent"). To notify us that you intend to initiate informal dispute resolution, you must contact the STAINMASTER® Support Team at 1-800-438-7668 or by email at stainmaster@lowes.com. The notice must include claimant's full name and contact information; a description of the claim; information about the specific purchase, installation or use of STAINMASTER® product(s) giving rise to the claim; claimant's counsel's name and contact information, if represented by counsel; and a description of the relief sought.
- You, Manufacturer, and will personally meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim covered by this provision. If You, Manufacturer, or Lowe's are represented by counsel, that counsel may participate in the informal dispute resolution conference.
- Either party may request arbitration or a proceeding in small claims court, as applicable, if the dispute cannot be resolved within sixty (60) days, unless an extension is mutually agreed upon by you and us.
- Any statute of limitations will be tolled while You, Manufacturer, and/or Lowe's engage in the informal dispute resolution process described in this section.

Waiver of Rights:

YOU AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS FOR PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, WHICH RELATE IN ANY WAY TO YOUR PURCHASE, INSTALLATION OR USE OF STAINMASTER® PRODUCTS.

Arbitration: Please read this section carefully because it affects rights that you might otherwise have. It provides for resolution of most disputes through arbitration instead of court proceedings.

- Arbitration is different than court. There is no judge or jury, but the arbitrator can award damages. Arbitration is final, binding and subject to only limited review by a court.
- Manufacturer, Lowe's, and You agree that any controversy or claim arising out of or relating to the purchase, installation or use of STAINMASTER® products, including any claim for breach of warranty (a "Dispute"), may be settled only by BINDING ARBITRATION or in a small claims court, if the Dispute is within the jurisdiction of the small claims court and there will be NO JURY TRIAL. Manufacturer, Lowe's, and You agree that the American Arbitration Association (AAA) shall administer any arbitration in accordance with its Commercial Arbitration Rules and its Consumer-Related Dispute Supplementary Procedures and incorporated fee schedule, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties intend that the Dispute will be settled in individual (bi-lateral) and not class arbitration, do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing arbitration under this Dispute Resolution Procedure, and hereby waive any right to arbitrate a Dispute through representative or class arbitration. The parties intend that the arbitrator decide all issues of substantive arbitrability, including his/her own jurisdiction. You agree that this arbitration section shall survive termination of this agreement.
- Any arbitration shall be confidential, and You, Manufacturer, and Lowe's may not disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and any judgment or decision on any arbitration may be entered in and specifically enforced in any court having proper jurisdiction.
- If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.
- Claimant will be required to pay any applicable filing fees. Unless an applicable statute expressly permits awarding attorneys' fees to the prevailing party, all administrative fees and expenses of arbitration will be divided equally between You and Manufacturer. Each party will bear the expense of its own counsel, expert, witnesses, preparation and presentation of evidence at any arbitration hearing. In the event the claim brought by claimant is frivolous, unreasonable or without foundation, or claimant continues to prosecute a claim after the claim became frivolous, unreasonable or without foundation, claimant will be required to reimburse Manufacturer and/or Lowe's for its costs, expenses and reasonable attorneys' fees, amounts paid in the investigation, defense, and/or settlement of such claims, and all other amounts allowed by law.

Law Governing Arbitration Provision The Dispute Resolution Provision above establishing the arbitration process is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16.

Information on the AAA and Arbitration Filing Requirements and Fees: The website for the AAA may be accessed at www.adr.org. The AAA Commercial Arbitration Rules and the Consumer Arbitration Rules (with associated fee schedule) may be accessed at <https://www.adr.org/Rules>. For more information on AAA arbitration, contact: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Toll Free number: 877-495-4185. Fax number: 877-304-8457. Email: casefiling@adr.org.

WAIVER OF JURY TRIAL: MANUFACTURER, Lowe's, AND YOU UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY DISPUTE ARISING UNDER THIS AGREEMENT. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, MANUFACTURER, Lowe's, AND YOU AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD AND RESOLVED IN COURT BY A JURY.