

**1. Coverage – Manufacturing Defect:**

Parterre Flooring and Surface Systems LLC (“Parterre”) warrants its regular Avara Luxury Vinyl floor and wall products (the “Product”) to be free of manufacturing defects, within generally accepted standards of the Commercial Flooring Industry. This manufacturing defect warranty starts on the date the Product is shipped to you and lasts for one year.

**2. Coverage – In-Use Defect:**

If the Product is installed on the floor, Parterre warrants against visible wear-through of the wear layer and visual film graphic design when subjected to normal and ordinary use. This in-use defect warranty starts on the date the Product is shipped to you and lasts for fifteen years for residential uses and six years for light commercial. This product is for interior uses only, and the warranty does not warrant against product used elsewhere.

If the Product is installed on the wall, Parterre warrants against visible wear-through of the wear layer and visual film graphic design when subjected to normal and ordinary use. This in-use defect warranty starts on the date the Product is shipped to you and lasts for ten years.

**3. Terms and Conditions: the warranties shall be subject to the following terms and conditions:**

a. Subject to the warranty expiration dates above, for a defect reported to Parterre in writing in accordance with Paragraph 4 below and validated by Parterre, Parterre shall provide new replacement material, of same or similar quality, sufficient to repair or replace the defective Product plus a percentage of reasonable labor costs for such repair or replacement based on the following schedule:

| If Parterre receives a warranty claim notice within the following periods after the Product’s shipment date: | Then percentage reimbursement for reasonable labor costs shall be: |
|--|--|
| Less than one year   | 100%   |
| One year to less than two years  | 50%  |
| Two years to less than five years  | 25%  |
| Five years or more   | 0%   |

b. The warranty period is not extended if Parterre repairs or replaces the Product. This Paragraph 3 shall not be interpreted to extend any warranty periods.

c. Parterre extends this warranty only to the customer who originally purchased the Product. This warranty does not extend to any subsequent owner or other transferee of the Product.

d. Parterre may update the Parterre Installation Manual for installing the Product at any time. You should reference the most current edition at the time of installing the Product.

e. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. PARTERRE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL PARTERRE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

**4. Warranty Claims:**

a. To make a warranty coverage claim, you must send a written notice of a warranty claim to Parterre at the following address with warranty claim form obtained from your primary sales representative and a copy of original purchase receipt that shows dealer name, address, purchase date, item, style number, quantity, material cost and labor cost.

*Parterre Flooring Systems  
 c/o Technical Support  
 500 Research Drive  
 Wilmington, Massachusetts 01887*

b. Upon receipt by Parterre of the above notice, a Parterre representative will inspect the Product believed to be defective and make a determination whether there is warranty coverage.

c. If Parterre determines that there is warranty coverage, Parterre will resolve the warranty claim in accordance with Paragraph 3 above. Parterre may condition warranty coverage on your cooperation with Parterre's insurance provider.

**5. Warranty Exclusions:** This limited warranty does not cover any damage due to:

a. Improper storage or handling of the Product prior to installation;

b. Improper use of the Product;

c. Improper Product installation based on the most current edition of the Parterre Technical Manual;

d. Improper Product maintenance;

e. Failure to use the proper Product adhesive;

f. Failure to install the Product on or over the proper material (improper material includes, but is not limited to, gypsum underlayment, lightweight aggregate concrete with density less than 90 lbs. / cubic foot, particleboard, chip

wood, pressboard or similar materials);

**g.** Excessive moisture, alkali or hydrostatic pressure, mold and mildew in substrate;

**h.** Flooding, standing water and temperature extremes;

**i.** Exceeding the Product's pressure loads (e.g., indentation and point loading from wheels or high-heeled shoes);

**j.** Failure to properly protect the Product from furniture;

**k.** Failure to use or install proper protective matting at entryways, landings and pivot points;

**l.** Telegraphing of adhesive trowel lines, joint lines, and underlayment fasteners or similar products;

**m.** Use of rubber tipped furniture legs, rubber wheels, and mats or carpets with rubber or synthetic backing;

**n.** Variations in color, surface texture and the finish of the Product consistent with the sample material and the photographic print reproduction;

**o.** On-going work by other constructions trades;

**p.** Failure to remove or clean sand or grit from the installed Product;

**q.** Cuts, scratches, gouges, scuffs, punctures, tears, indentations and burns;

**r.** Stains or discoloration created by or resulting from, but not limited to, dyes, inks, non-approved adhesive or maintenance products, traffic-born contaminants, spills, tracked-in-matter (including asphalt, resins, driveway sealers), carpet crocking, sunlight, heat generation, or plasticizer migration; or

**s.** External causes such as accidents, abuse, or other actions or events beyond Parterre's reasonable control.