

Everest Tile Luxury Vinyl Flooring

Lifetime Residential Warranty | 30-Years Commercial Warranty

Warranty Coverage:

Melmart Distributors Inc. warrants that Vinyl Flooring will be free from manufacturing defects and will not wear through under normal residential use for a period of 30 years from the date of purchase. This warranty is extended to the original purchaser and is non-transferable.

Warranty Terms:

1. Wear Layer:

- The wear layer of Vinyl Flooring is warranted against wear-through for 30 years under normal residential conditions. "Wear-through" is defined as the complete loss of the wear layer so that the printed pattern changes over a minimum of 3% of the total installation area.

2. Water Resistance:

- Vinyl Flooring is warranted to be 100% waterproof. The planks will not swell, buckle, or lose integrity due to exposure to water for the duration of the warranty period.

3. Structural Integrity:

- The flooring planks are warranted against manufacturing defects that cause planks to delaminate, twist, or become structurally unfit for their intended use for 30 years.

Exclusions:

This warranty does not cover the following:

- **Improper Installation:** Defects or damage caused by improper installation, including failure to follow installation instructions and use of incorrect or improper underlayment.
- **Improper Maintenance:** Damage due to improper maintenance or use of harsh cleaning agents.
- **Environmental Exposure:** Damage resulting from exposure to extreme temperature variations, excessive moisture, or water saturation beyond normal residential use.
- **Physical Damage:** Scratches, dents, chips, or other damage caused by accidents, abuse, or misuse.
- **Heavy Loads:** Damage from heavy or rolling loads, including furniture or appliances.
- **Sunlight Exposure:** Discoloration or damage caused by exposure to direct sunlight.
- **Temperature Fluctuation:** Damage caused by significant or prolonged exposure to extreme temperature fluctuations.
- **Color Variations:** Variations in color, shade, or texture from samples or printed materials.

Claims Process:

To make a warranty claim, the original purchaser must:

- Notify the retailer where the material was purchased within 30 days of discovering the issue.

- Provide proof of purchase, including the original sales receipt and documentation of the installation date.
- Allow Melmart Distributors Inc. or its authorized agents to inspect the flooring and investigate the claim.

Remedies:

If a defect covered by this warranty is confirmed, Melmart Distributors Inc. will, at its discretion, repair or replace the affected flooring. If the product is no longer available, Melmart Distributors Inc. will provide a product of equal value or quality.

Labour Reimbursement:

- **First Year:** During the first year, Melmart Distributors Inc. will cover reasonable labour costs for repair or replacement up to \$2.00 per square foot if the flooring was professionally installed by a flooring contractor. If the original floor was not professionally installed, no labour costs will be reimbursed.
- **Subsequent Years:** After the first year, only the material cost will be covered according to the following schedule: 1-3 years = 100% credit, 3-10 years = 50% credit, 10+ years (applicable to Residential application only) = 25% credit.

Disclaimer:

Except for the express warranties contained herein, Melmart Distributors Inc. disclaims all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Limitations:

To the maximum extent permitted by law, Melmart Distributors Inc. is not responsible for any direct, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory. Melmart Distributors Inc.'s liability shall under no circumstances exceed the actual amount paid by you for the defective product.