

EVOKE LUXURY VINYL

LIMITED RESIDENTIAL AND COMMERCIAL WARRANTIES

Products Covered

This warranty covers the following first quality Evoke Luxury Vinyl products for the time period stated below when used in a Residential or Commercial application.

Product Group	Overall Thickness	Wear Layer Thickness	Wear Layer Class	Residential Warranty	Commercial Warranty
Stick	2mm	12 MIL	Ceramic	25 years	8 year Light
Stick	2mm	12 MIL	Urethane	15 years	5 year light
Stick	3mm	30 MIL	Ceramic	Lifetime	20 year
Stick	3mm	30 MIL	Urethane	30 years	18 year
Click	4mm	6 MIL	Ceramic	25 years	5 year Light
Click	4.3mm	20 MIL	Urethane	25 years	12 year
Click	5mm	20 MIL	Ceramic	Lifetime	15 year
Click	5mm	20 MIL	Urethane	25 years	12 year
Quick	5mm	20 MIL	Ceramic	Lifetime	15 year

For warranty information for any other Evoke products, or for warranty information for heavy duty commercial applications, please visit evokeflooring.com or consult your Evoke dealer.

Definitions

Evoke Luxury Vinyl is for indoor use only. Products may be used in residential or light commercial applications. Specified products may also be used in heavier commercial applications. (See matrix above).

Residential warranties apply to applications in owner-occupied residential premises only. Light commercial applications are defined as public use environments that are not subject to heavy commercial maintenance schedules or traffic and where temperature is controlled and maintained according to installation instructions. Examples of light commercial application include low traffic retail shops, offices and salons, and common areas of multi-unit housing complexes. The light commercial warranty also applies to applications in residential rental units. If there is any question about the suitability of a particular product's intended use, consult with Evoke's technical services department.

Installer's Responsibility

This warranty requires that the Evoke Luxury Vinyl was installed according to Evoke's Installation Instructions. Product boxes contain a short form version of installation instructions; complete and updated versions are available at evokeflooring.com and should be consulted

prior to commencing any installation. It is the installer's responsibility to read and understand all recommended practices for installation and sub floor preparation prior to installing the floor. Some conditions of this warranty also require that the flooring be installed by a professional flooring installer.

Owner's Responsibility

This warranty is non-transferrable and extends only to the original owner/purchaser of the product and at the location of the original installation.

It is the owner's responsibility to follow manufacturer's care & maintenance procedures. These are available at www.evokeflooring.com.

Terms of Warranty

Evoke warrants that the above mentioned Evoke Luxury Vinyl products will not contain manufacturing defects. Evoke further warrants that if products were installed as specified and used under normal traffic conditions the above mentioned Evoke Luxury Vinyl products will not delaminate, rip or tear, or wear through the wear layer to the printed surface for the warranty period specified above.

Evoke further warrants that the patented locking joint system on Click style floors will not gap or separate when correctly installed in an application and under normal residential or light commercial conditions and use.

If a product is found to be defective or otherwise fails to perform as warranted, Evoke offers the following warranty coverage's:

Within One Year of Purchase – If a valid claim is filed within one year of the date of purchase, Evoke will at its sole discretion either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer, Evoke will also pay reasonable/usual labor costs to repair or replace the defective floor.

Within Two Years of Purchase – If a valid claim is filed within two years of the date of purchase, Evoke will at its sole discretion, either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. If the original installation was performed by a professional installer, Evoke will also pay 50% of reasonable/usual labor costs to repair or replace the defective floor.

After Two Years – If a valid claim is filed more than two years after the date of purchase but within the product's warranty period, Evoke will at its sole discretion, either repair the material or replace the defective portion with new material of the same or similar quality at no charge to the customer. Evoke will not pay any labor costs to repair or replace the defective product.

Inspection & Proof of Purchase

In the event of a warranty claim, Evoke reserves the right to inspect the affected floor in situ prior to any repair or replacement. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this warranty will be null and void. *It is the customer's responsibility to retain their original receipt and submit it as proof of purchase at the time of inspection.*

Replacement and Repairs

Where a product repair or replacement includes labor, Evoke reserves the right to employ installers of its choosing to perform the work. Labor provided will be limited to actual repair and replacement of the flooring materials; the customer will be required to remove all furnishings, electronics, rugs and other interior décor as needed to render the installation area suitable for the repair and replacement work, and to replace them after the work is complete.

Exclusions & Conditions

New or replacement Luxury Vinyl flooring may not match display samples or photographs, existing flooring, or other products and furnishings in your home.

Installation must be performed in accordance with the installation instructions included with the product or as specified in special project instructions provided by our technical department and in accordance with local building codes.

Environmental conditions must be maintained as specified, with a temperature of 65-85°F (18- 29°C) at all times. Where the flooring is installed over a radiant heating system, the system must be controlled so that the surface temperature of the floor does not exceed 90°F (32°C) for Click style floors, or 85°F (29°C) for Stick and Quick style floors.

Evoke Luxury Vinyl is not warranted over any acoustical underlay unless approved in advance and in writing by our technical services department.

Care and maintenance must be carried out in accordance with manufacturer's instructions.

THESE WARRANTIES ARE NOT TRANSFERABLE. NO INSTALLER, RETAILER, DISTRIBUTOR OR AGENT OF EVOKE FLOORING HAS THE AUTHORITY TO ALTER THE TERMS OR CONDITIONS OF THESE WARRANTIES. THESE WARRANTIES PROVIDE NO EXPRESS OR IMPLIED COVERAGE AGAINST:

- Scratches, indentations, marks, stains or other damage caused by negligent or accidental exposure to pebbles, grit, sand or other abrasives, pets, high heeled or cleated shoes, sharp objects, fire, product spills, excessive moisture or heat
- Problems arising from failure to follow manufacturer's written installation, care and maintenance instructions.
- Slight differences in color or texture, including minor shade or gloss differences between different product lots, or between the product and showroom samples, website images or photographs.
- Installations in exterior applications, garages, carports or other locations where motor vehicle traffic occurs
- Damage caused by neglect, intentional abuse, accidents or construction-related damage including but not limited to friction burns, cuts, chips, etc.
- Indentations or other damage caused by rolling or moving excessively heavy items or loads across the floor.

Exclusions & Conditions (cont.)

- Abrasion or other damage caused by vacuum beater brush bars, steam cleaners, or improper maintenance procedures or products.
- Stains or other damage resulting from exposure to excessive moisture whether through flooding, wet mopping or any other source.
- Indentations or other damage caused by inappropriate or improperly protected furniture legs, appliance feet, casters and other sharp or heavy objects
- Fading or discoloration resulting from contact with or exposure to chemical or oil spills, inappropriate floor protectors and carpets, or excessive sunlight.
- Any damage caused by structural failure or movement, deflection of subfloor, acts of God or natural disasters, improper subfloor preparation, improper installation techniques or installation workmanship.
- Damage due to hydrostatic pressure, alkali deposits, excessive moisture or other subfloor conditions
- Labor or related expenses incurred to replace product that has been installed with evident and visible defects.
- Premature wear caused by subfloor irregularities that telegraph through the flooring.

Evoke, its Distributors and Retailers assume no liability for indirect, special, incidental, consequential or other damages of any kind, no matter what the cause. Examples of consequential or incidental damages are the replacement of subfloors, trim or moldings, appliances of fixtures or the moving of furniture. In any case, this warranty will not cover or pay for any loss, expense, damage or loss of profit arising from inability to use the floor or premises. Some states or provinces do not allow the exclusion or limitation of incidental damages and this exclusion may not apply. You may have other legal rights that vary from state to state or province to province.

THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WRITTEN WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE ARE EXCLUDED.

CLAIM PROCEDURE

Claims must be submitted in writing to the Evoke dealer where the product was purchased. Please include a copy of the original sales receipt and a photograph showing the cause of claim.

In the event of a claim for an installation over radiant heat, please consult the manufacturer's Special Instructions for Installations over Radiant Heat.

This warranty applies to floors purchased after November 1, 2010

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