



Flexco Limited Warranty

ALL PRODUCTS

This document is intended to provide product warranty information of these products. Should you need a job specific product warranty or if there are any questions or concerns, please reach out to solutions@rhctechnical.com.

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Prior to acceptance of this document refer to product website to confirm that you have the most current revision. For additional technical support, send an e-mail to solutions@rhctechnical.com.

1. WARRANTY TERMS

Flexco Corporation (“Manufacturer”) warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer’s Catalog as listed below will conform to Manufacturer’s published technical documents.

All warranties, whether expressed or implied, are contingent on the following requirements:



1.1 ALL TECHNICAL DATA MUST BE REVIEWED

Products must be installed in accordance with Manufacturer's published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products ("Technical Data") available at the time of installation. This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

1.2 NOTICE OF DEFECT PRIOR TO INSTALLATION

Manufacturer requests notification of any defect prior to installation. If this occurs, we will replace the material at no charge to the Installer or End User. Failure to notify prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement, *this includes directives to install from End User, General Contractor, or any other source other than RHC Technical department.*

1.3 NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to us. We must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if we determine the product to be defective, **we** will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described section relevant to the limited manufacturers' and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

2. PRODUCT WARRANTIES

All products carry a Limited Warranty including wear, conformity to written specifications and to be free from manufacturing defects, subject to the terms and conditions of this document. Warranties are not transferable.

Product Warranty period begins at the **Date of Substantial Completion** of the project if installation occurs within a reasonable timeframe of original purchase of the material for the project. This would also include any "attic stock" or additional material at distribution for said project.

Each product will be listed with the length of this warranty according to product group. We reserve the right to prorate replacement material and/or labor based on the length of the product warranty. Proration occurs at the following intervals of the warranty. During the first 25% of the warranty, we will provide 100% replacement costs, 26%-50% of the warranty we will provide material and 50% of the replacement labor costs, 51%-100% of the warranty we will provide material costs only.

2.1 DEFINITIONS

We understand industry standard terminology is understood and interpreted differently. We would like to clarify and establish our understanding of the following terminology regarding our limited warranty.

2.1.1 WEAR STATEMENT is understood to mean through the decorative layer or visible sampled surface of the material

2.1.2 LIFETIME STATEMENT is understood to mean the original installation within the original facility and is not transferrable

2.1.3 WATERPROOF STATEMENT 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 or caused by excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.

2.1.4 ELECTRICAL RESISTANCE STATEMENT is understood to mean the electrical resistance will stay within the specified range listed for the product.

2.1.5 REPEL OIL & GREASE RESISTANCE STATEMENT is understood to mean the material is formulated to withstand exposure for a reasonable time to allow the area to be cleaned properly to remove petroleum hydrocarbons and/or vegetable oils or animal fats & oils when used in commercial kitchens. Material is not designed to be utilized directly around and under commercial grills and/or fryers when used in commercial kitchens.

2.1.6 LIMITED COMMERCIAL WARRANTY STATEMENT is understood to mean the warranty covers manufacturing defects, materials, stated performance, and wear for the product for the length of time stated

2.1.7 MANUFACTURERS WARRANTY STATEMENT is understood to mean the warranty covers manufacturing defects for the product for the length of time stated.

2.1.8 ADHESIVE BOND WARRANTY STATEMENT is understood to mean the warranty covers the bond of the flooring with the stated 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.

2.2 INDIVIDUAL PRODUCT GROUPS

Warranty periods are described below with any statements that are not covered under the warranty. Refer to above section for terms and our meaning for the understanding of those terms. *If a product is not listed here, it is considered to not have a product performance warranty and Sixty (60) day manufacturer's warranty.*

2.2.1 RUBBER FLOORING PRODUCTS

Distinct Designs Rubber Flooring & Evolving Styles Rubber Flooring products carry the following warranties:

Ten (10) Year Limited Commercial Warranty

IMO Rubber Flooring products carry the following warranties:

Ten (10) Year Limited Commercial Warranty

Installation must utilize the EW-710 Epoxy adhesive for installation to maintain the IMO Certification as designated by the US Coast Guard.

Repel Rubber Flooring products carry the following warranties:

Three (3) Year Limited Commercial Warranty

Can be used 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.

Tuflex Force Rubber Flooring products carry the following warranties:

Three (3) Year Limited Warranty when Exposed to Ice Skates and/or Metal Sports Cleats

Ten (10) Year Limited Warranty including Aging Performance Warranty

Lifetime Wall-to-Wall Warranty covering Cupping, Crowning and Buckling (*material produced after 01/01/2022*)



Exposed to Ice Skates and/or Metal Sports Cleats Warranty is that the product will not wear thru 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.

Interlocking material exposed in applications that will be maintained with ride on auto scrubbing equipment, exposed to heavy rolling loads such as expandable bleachers, or etc. must be fully adhered to prevent movement under the weight and force of the loads.

Prime Sports Floor Recycled Rubber Flooring products carry the following warranties:

Three (3) Year Limited Commercial Warranty

Warranty does not cover variation 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 us to be excessive per ASTM F3041.

Material this is installed is considered as 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, or 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 three-eighths thick or greater and fully adhered.

Flex-Tuft Non-Vulcanized Recycled Rubber Flooring products carry the following warranties:

Five (5) Year Limited Commercial Warranty

Warranty does not cover variation 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 exposure to sunlight and/or foot traffic.

Flex-Tuft Vulcanized Recycled Rubber Flooring products carry the following warranties:

Five (5) Year Limited Commercial Warranty.

Warranty does not cover variation 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.

2.2.2 SOLID VINYL FLOORING PRODUCTS

Delane & Geodesy Solid Vinyl Tile products carry the following warranties:

Ten (10) Year Limited Commercial Warranty

2.2.3 LUXURY VINYL TILE AND PLANK FLOORING PRODUCTS

Natural Elements Vinyl Plank & Tile products carry the following warranties:

Twenty (20) Year Limited Commercial Warranty

Lifetime Limited Residential/Multi-Family Warranty



Crosswire Woven Vinyl Flooring products carry the following warranties:

- Twenty (20) Year Limited Commercial Warranty
- Lifetime Triple-Defense Wear Layer System "Waterproof" Warranty
- Lifetime Limited Residential/Multi-Family Warranty

2.2.4 ESD STATIC CONTROL FLOORING

ESD Rubber Flooring products carry the following warranties:

- Ten (10) Year Limited Commercial Warranty
- Fifteen (15) Year Limited Electrical Resistance Warranty
 - Dissipative Tile Electrical Resistance Range - 1×10^6 - 1×10^9 Ohms

Delane ESD Vinyl Flooring products carry the following warranties:

- Ten (10) Year Limited Commercial Warranty
- Lifetime Limited Electrical Resistance Warranty
 - Conductive Tile Electrical Resistance Range - 2.5×10^4 - 1×10^6 Ohms
 - Dissipative Tile Electrical Resistance Range - 1×10^6 - 1×10^9 Ohms

2.2.5 STAIR TREAD AND RISER PRODUCTS

Metal Reinforced Rubber Stair Tread products carry the following warranties:

- Twenty-Five (25) Year Limited Commercial Warranty

Rubber Stair Tread products carry the following warranties:

- Ten (10) Year Limited Commercial Warranty

Vinyl Stair Tread Commercial Safety Rib (VT) & All Riser & Stringer products carry the following warranties:

- Five (5) Year Limited Commercial Warranty

Vinyl Stair Tread Standard Safety Rib (LVT) products carry the following warranties:

- Three (3) Year Limited Commercial Warranty

Repel Oil & Grease Resistant Rubber Stair Tread products carry the following warranties:

- Three (3) Year Limited Commercial Warranty

Warranty does not cover use in commercial kitchens or exposure to vegetable oils and/or animal fats & oils. Must utilize the U-705 Urethane or EW-710 Epoxy adhesive for installation for bond warranty

Abrasive Inserts installed within Rubber or Vinyl Stair Tread products carry the following warranties:

- Three (3) Year Limited Commercial Warranty

Smooth and/or Ribbed Inserts installed within Rubber or Vinyl Stair Tread products carry the following warranties:

- Same Length as the Tread products in which they are installed



2.2.6 WALL BASE PRODUCTS

Base Sculptures Wall Base products carry the following warranties:

Ten (10) Year Limited Commercial Warranty

Wallflowers Wall Base, Base 2000 Wall Base, Wood Elements Wall Base, & Health Design Wall Base products carry the following warranties:

Five (5) Year Limited Commercial Warranty

Vinyl Wall Base products carry the following warranties:

Three (3) Year Limited Commercial Warranty

2.2.7 ACCESSORY PRODUCTS

Vinyl Accessory products carry the following warranties:

Three (3) Year Limited Commercial Warranty

2.2.8 INSTALLATION PRODUCTS

Excelsior CSU-400 Cork Sound Underlayment & Excelsior FSU-410 Floating Sound Underlayment products carry the following warranties:

Ten (10) Year Limited Commercial Warranty

Excelsior SP-500 Spray Adhesive, Excelsior AW-510 Acrylic Wet-Set Adhesive, Excelsior AP-520 Roll-On / Trowelable Adhesive, Excelsior PS-525 Modified Pressure Sensitive Adhesive, Excelsior WB-600 Wall Base Adhesive, Excelsior EN-610 Epoxy Nose Filler, Excelsior C-631 Contact Adhesive, Excelsior U-705 Urethane Adhesive, & Excelsior EW-710 Urethane Enhanced Two-Part Epoxy Adhesive products carry the following warranties:

One (1) Year Manufacturer's Warranty

Five (5) Year Bond Performance Warranty

Excelsior ASD-800 ESD Acrylic Wet-Set Adhesive & Excelsior USD-810 ESD Urethane Enhanced Two-Part Epoxy Adhesive products carry the following warranties:

One (1) Year Manufacturer's Warranty

Five (5) Year Bond Performance Warranty

Lifetime Electrical Resistance Warranty

3. WARRANTY EXCLUSIONS

The above warranty time frames do not apply or cover any of the following scenarios: 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.

Concerns pertaining to product shade, color or dimensional variations that are considered within normal manufacturing and/or industry standards and/or tolerances. Variations in embossing, mottling, color, or shade to any products to any photographs, printed brochures and samples provided as marketing tools. Products installed with visible and/or obvious manufacturing and/or shade defects. Products installed outside of product limitations found in Technical Data. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper



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maintenance procedures, tools, or machinery. 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.

Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product. Products that have been installed with a non-approved adhesive that is not compatible adhesive or an adhesive creating concern approval is given in written form. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding, or weather conditions. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues. Products that have been damaged by negligence or accident, such as tears, burns, or cuts. Products that have been damaged by sharp, pointed objects, such as stiletto high heels, damaged high heels, spikes, or skates of any kind.

Products that have been damaged by incompatible materials, such as acids, alkalis, and solvents. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons and not designed for that application. Products installed outdoors as products are designed to perform within indoor applications only.

Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document). Any products that have been sold or resold as "seconds," "mill-run," "non-conforming," "as is" or otherwise denoted as non-standard quality. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

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 damages, 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 any 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 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.

4. 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 to:

RHC Technical
680 Waverly Road, Tusculumbia, Alabama 35674
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.

Manufacturer, 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. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.