



# Modularity Tiles

## Warranty

### Coverage

Subject to the below exclusions, Modularity Tiles' flooring products will be warranted as follows:

- Products with a 5 mil (.2mm) wear layer will be free from manufacturing defects and, when properly installed and maintained, shall not wear through as a result of normal foot traffic for the product's lifetime when utilized in a Residential application. For Light Commercial applications, Modularity will provide a three (3) year warranty against manufacturing defects and against normal wear and tear as a result from normal foot traffic.
- Products with a 20 (.5mm) mil wear layer will be free from manufacturing defects and, when properly installed and maintained, shall not wear through as a result of normal foot traffic for the product's lifetime when utilized in a Residential application. For Commercial applications, Modularity will provide a fifteen (15) year warranty against manufacturing defects and against normal wear and tear as a result from normal foot traffic.

This warranty shall become void if the maintenance, subfloor conditions, and/or installation procedures do not conform to those prescribed by Modularity Tiles.

### Warranty Exclusions *(the above limited warranty does not cover):*

1. Dissatisfaction due to improper maintenance, improper installation including insufficient or improper floor preparation or substrate deficiency.
2. Deviations from samples or printed illustrations in color or texture. Suspect material must not be installed without receiving advance approval from Modularity Tiles, Inc.
3. Loss due to inconvenience, incidental expenses or consequential damages.
4. Resultant damage due to:
  - Stains and/or discoloration caused by (but not limited to): dyes or inks, fading from sunlight or heat generation sources, contact with rubber products and/or synthetic backings including that which may be attributable to plasticizer migration; non-approved adhesives or floor care products not recommended by Modularity.
  - Traffic-borne contaminants from painted or asphalt surfaces and sealers; chemically reactive spillage; crocking.
  - Substrate telegraphing of underlayment fasteners, imperfections and/or joints.
  - Cuts, scratches, gouges, scuffs, punctures, tears, indentations, and/or burns.
  - Indentation from high heels, spiked shoes, rolling loads, or the use of improper or poorly designed furniture rests, wheels and/or floor protectors.
  - Inadequate protective entrance or landing matting.
  - Failure to protect the material from ongoing work by other trades or individuals.
  - Accidents or any intentional misuse or misapplication of products.
  - Problems due to mold, mildew, the presence of alkaline substances, and/or hydrostatic pressure from the substrate.
  - Bond failure due to the presence of excessive substrate moisture and/or alkaline substances or hydrostatic pressure: problems due to mold and mildew. Failure of any embossed pattern to match at seam(s) due to standard manufacturing variances.
  - Fire, flood or other acts, omissions, causes or events beyond the control of Modularity.
  - Improper installation and maintenance, including (but not limited to) use of adhesives and/or techniques not recommended by Modularity in accordance with Modularity Technical manuals and documents. [NOTE: This warranty shall be VOID if any Modularity Products are installed with adhesives and/or techniques not specifically recommended by Modularity Tiles in Modularity's installation instructions.

#### 5. Warranty limitations to urethane finish

- Gloss reduction from routine wear, or irregular visual appearance from traffic path, or excessive soil build-up due to lack of or improper maintenance.

#### **Terms**

##### *General Claims Procedure*

Claims must be reported to Modularity Tiles in writing within ten (10) years of purchase, except for claims of product defect as detailed below. Modularity requires a sample for evaluation, or at its option, may have the installation inspected by a Modularity representative or agent, or licensed independent inspector; or claimant may hire a licensed independent inspector. If Modularity determines that the claim is valid, Modularity will supply new product(s) of the same or similar grade sufficient to repair or replace the affected Modularity vinyl, but will not pay for labor or related replacement costs.

##### *Defects-One Year*

A covered defect must be reported to Modularity Tiles in writing within one (1) year of purchase. Modularity requires a sample for evaluation, or at its option, may have the installation inspected by a Modularity representative or agent, or licensed independent inspector. If, after evaluation, the product is determined defective, Modularity will supply new product(s) of the same or similar grade sufficient to repair or replace the defective material(s). Modularity will also pay for reasonable labor and materials costs involved in replacing the affected Modularity vinyl where the combined labor and material costs are not in excess of the total cost of replacement vinyl.

Notwithstanding the foregoing, under no circumstances shall Modularity Tiles be liable for any ensuing costs, consequential or otherwise, directly or indirectly, due to the replacement of flooring such as, but not limited to, loss of business revenue, productivity, displacement, etc. Modularity Tiles reserves the right to change our products' design, material, and/or specification(s) and/or to improve products or processes at any time without notice. Installation procedures and use of Modularity adhesives must be in strict accord with Modularity Tiles for warranty terms to be valid.

#### **Workmanship**

Modularity does not warrant installer's workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Modularity commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors.

