**Warranty Luxury Vinyl Tile – Glue Down**

**Glue Down Luxury Vinyl Tile Limited Warranty-Residential/Light Commercial**

* FERMA warrants that the glue-down luxury vinyl tile under the brand name of Sahara Tile, in its original manufactured condition, will be free from manufacturing defects, and will not wear out, delaminate, or lost original pattern, under normal residential usage for a period of 35 years from the date of purchase.
* FERMA also warrants that the glue-down  luxury vinyl tile under the brand name of Sahara Tile, in its original manufactured condition, will be free from manufacturing defects, and will not wear out and delaminate under normal light commercial usage for a period of 5 years from the date of purchase. Light commercial usage is defined as environments which do not have heavy commercial traffic, where the flooring is not exposed to a heavy commercial maintenance schedule and where the interior temperature and relative humidity could be controlled and maintained as described below.
* Warranty applies solely to original purchaser purchasing through an authorized dealer where product have been paid for in full.
* Normal interior environmental conditions must be maintained. Normal interior environmental conditions mean temperature between 68F-72F and relative humidity of 35% -55% year round. Environmental conditions outside these limits will void warranty.
* It is allowed up to 5% waste factor or allowance for grading, natural or manufacturing defects. Any defect in the flooring that does not exceed this waste factor or allowance ( up to 5% of the total square footage of the purchase) is NOT to be covered by the warranty.
* FERMA's liability under the warranty is limited to replacing only the boards deemed defective. If FERMA is unable to provide a replacement, FERMA will refund the purchase price of the boards deemed defective ONLY on a prorated basis, taking into consideration the remaining life of the limited warranty. Due to color or design pattern variations, new or replacement flooring may not match samples of existing flooring exactly. Slight color and tone variations may occur. This is to be expected and accepted when matching old with new flooring.
* The warranty does NOT cover any loss of time, inconvenience, incidental expenses, such as, but not limited to cost and labor incurred in the removal or reinstallation of the defected or affected materials, and any other incidental or consequential damages or costs.
* FERMA is not responsible for any issues resulting from excessive moisture such as but not limited to: cupping, warping, shrinkage, twisting or buckling, splits and checks, any issues resulting from sub-floor inadequacies or failure to follow maintenance procedures. Accordingly, this warranty excludes all job site related conditions, and FERMA will not provide technical or product support, or inspection services to identify or cure moisture issues at a particular job site.
* The warranty does not cover installation of obvious defective boards, installation denotes acceptance. It is the installer's responsibility to examine the products prior to installation and cull out unacceptable boards.
* Any issue resulting from fire, intentional abuse, and damage caused by flooding, plumbing and appliance leak, water spillage, water leakage through sliding glass door, vacuum cleaner beater bar, improper caster wheels, and cutting from sharp objects, and any exterior application, is not covered by this warranty. Damage caused by pets, spiked heels, negligence, insects, wet moping, water or use of non recommended maintenance procedures are also not covered by this warranty.
* Variation of color, shade, or texture of the flooring delivered from those shown on samples or photographs is not considered a defect. Discoloring from heat or sunlight, and gloss and color reduction is not also considered a defect. Those are not covered by this warranty.
* The warranty does not apply any state which does not allow exclusion or limitation of incidental or consequential damages. The warranty shall be governed by and construed in accordance with the laws of the state of New Jersey. Any action brought in seeking the resolution of any controversy arising out of or relating to the warranty shall be brought in the courts of the state of New Jersey.

**Warranty Exclusion**

Following is to summarize additional EXCLUSION under this warranty; any claim under the EXCLUSION is NOT to be covered by the warranty:

* Variation: A fully installed floor may have variation in color, tone and grain, or gloss difference with the samples which are for demonstrative purpose only.
* Improper Installation: The flooring must be installed according to the installation instruction by FERMA. The flooring installation must be conducted after kitchen cabinet or counter is installed. No flooring should be installed underneath any kitchen cabinet or counter. Otherwise, it will be treated as improper installation.   It is also to be treated as improper installation if it is under improper storage, handling, and improper preparation of, or deficiencies in the sub-floor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular sub-floor surface or voids in the sub-floor. Defects or failure of other manufacturers’ products at the sub-floor assembly, such as sub-floor materials, fasteners, patching compound, adhesives, and other floor covering  are not to be covered by this warranty.
* Improper Maintenance: Besides what has been mentioned in this warranty, other improper maintenance includes but not limited to using of non-recommended maintenance and floor-care products, such as oil soaps, liquid or paste wax products, other household cleaners containing lemon, orange, or tung oils; neglecting or abusing of floor, such as not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked or damaged heels; pet clawing and scratching; falling or dropping objects which could dent or fracture the floor and finish.
* Improper Environment: Besides what has been mentioned in this warranty, other improper environment includes but not limited to man made or natural disaster, such as leaking or broken plumbing, landscape watering or irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction, excessive moisture infiltrated from side walls, sub-floor or any other source. Normal wearing of the finish in high traffic areas, pivot points and seating areas is also not to be covered by this warranty.