

# Hemingway Collection 4.2mm | 12mil WATERPROOF Stone Powder Composite (SPC) RIGID LUXURY VINYL PLANK WARRANTY

# PLEASE READ OVER THE ENTIRE INSTRUCTIONS BEFORE PROCEEDING WITH ACTUAL INSTALLATION. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS WARRANTY, PLEASE DO NOT INSTALL "APERION SURFACES" FLOORING.

(Please check for details on our website www.AperionSurfaces.com for up-to-date information and changes)

Our SPC Hemingway Collection vinyl products are recommended as a floating floor which should never be nailed down to the substrate. It can be glued to the subfloor if desired. It should be laid flat and fully supported during shipping and storage. It should be stored away from direct sunlight and installed in a climate controlled indoors location with average temperature between 55°F (13°C) -- 85°F (29°C). It can be installed Above Grade, On Grade or Below Grade. Post Installation indoor temperature range needs to be between 32°F (0°C) -- 100°F (37.7°C). Use of drapes/blinds is recommended during peak sunlight exposure hours.

#### Pre-Installation Satisfaction Guarantee

**Aperion Surfaces** has adopted the highest possible manufacturing standards for its premium floors well within the limitations of the natural materials, and, based on the accepted standards in the industry with defect tolerances and variances of maximum 5% allowed. These allowances cover either natural defects within the raw materials themselves, and/or defects that may take place in working specifically with natural materials. Within 30 days of purchase, *PRIOR TO INSTALLATION*, the Installer/Owner should perform a detailed product quality inspection. The User/Installer/Homeowner has the final responsibility pertaining to the inspection and acceptance of quality, grade, workmanship, surface-finish, color, and visual aspects of **APERION** floorings prior to installation. The responsibility is also applicable during his/her/their absence from the location of the installation(s). The installer must also utilize the product selectively and methodically. Floor material must be carefully checked and examined prior to installation; *never install any damaged or visually defective boards.* If for any reason the flooring is not acceptable at the time of final



inspection, *please DO NOT install the flooring* and contact the seller or **Aperion Surfaces** immediately and we will exchange the material until you are 100% satisfied or refund the money for the flooring products purchased. Once any floorboards are installed, they are deemed as accepted by the User/Installer/Homeowner.

# As per our <u>installation instructions</u>, when installing over concrete a 6 mil moisture barrier must be used.

#### Limited Lifetime Structural Warranty

Aperion Surfaces warrants that its SPC vinyl flooring products at the time of their original manufactured condition will be free from manufacturing defects for the lifetime you own the floor. Manufacture defects would include defects in assembly, dimension, grading, lamination, and milling. Furthermore, Aperion Surfaces warrants its vinyl flooring products, when properly installed in accordance to our installation instructions, the flooring will not warp, twist or cup, nor delaminate, for the lifetime you own the floor even when subjected to varying humidity, provided that the flooring is not subjected to excessive, extended contact with moisture or water for more than 72 hours per occurrence; and provided that all installation instructions and precautions are adhered to. It should be carefully noted however that vinyl is a natural man-made material which has its limitations. It reacts to climatic changes. In high temperatures the vinyl will expand, in low temperatures the vinyl will shrink and contract. It is the responsibility of the end-user to provide stable temperatures between 25°F – 85°F by the use of a humidifier/dehumidifier (depending on the climatic condition) to get the expected performance of the product. Any deformation and gaps on the flooring caused by the failure to provide the proper measures and the correct ambience is not covered by this Warranty.

SPECIAL NOTE: Flooring MUST be glued down for heavy rolling loads such as hospital beds, chair casters, carts, wheelchairs, etc. It is not suitable for use without adhesive. Temperature variations – excessive heat (80 °C/176 °F) or below freezing (-5 °C/23 °F and below) – may cause expansion or contraction of the product and therefore, not covered under this warranty.

#### Limited 50 Year Residential Wear Warranty

**Aperion Surfaces** will warrant under normal residential conditions and uses, and providing that our maintenance guidelines are strictly followed, that our factory finish will



not wear through, peel off, or permanently stain from common household stains for 50 years on all SPC vinyl flooring products from the date of purchase. In the unlikely event that our finish wears through or peels off on the vinyl flooring, **Aperion Surfaces** will, at our option, either: (1) replace the affected plank(s); (2) refund the purchase price prorated over the remaining years of this limited warranty, for the affected area ONLY. NOTE: Finish wear through is defined as 100% finish removal over at least 3% of the area of the total floor installation. Gloss reduction and scratches in the finish and surfaces are not considered surface wear and are not covered under this Warranty.

#### Limited 10 Year Commercial Wear Warranty

**Aperion Surfaces** warrants to the original purchaser that all "APERION" brand SPC vinyl flooring, when used under commercial traffic conditions, follow our maintenance procedures and care instructions, its surface finish will not wear-through for TEN (10) years from the original date of installation. Finish wear- through is defined as 100% finish removal over at least 5% of the area of the total floor installation, which does not include gloss reduction or surface scratches. Our vinyl flooring can be used in Heavy commercial traffic areas, but this 10-year warranty will not apply. (e.g., airport terminals, train stations, department store aisles or industrial areas...)

#### Moisture and Bonding Warranty

**Aperion Surfaces** warrants its "**APERION**" brand vinyl flooring products, when properly installed and maintained according to our instructions, will not delaminate, cup, buckle or warp due to normal acceptable Subfloor moisture. We will repair or replace, at **Aperion Surfaces**' sole discretion, a portion or the whole floor for one-time damages done due to Subfloor moisture problems. Mold growth and related issues should be handled by professionals, and it's not covered under this warranty.

#### **Regarding All Warranty Protections**

If in the unlikely event of product non-compliance with the above stated warranties, **APERION**, at its sole discretion, will repair, or replace such portions with the same product or another product of equal value of the original purchase. **Aperion Surfaces** shall not be responsible for any costs associated with the removal or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. If we are unable to correct the failure after a reasonable number of attempts, **Aperion Surfaces** will refund the cost of replacement of materials



ONLY for the portion of the floor that fails. Labor and other related costs are NOT covered under this warranty.

#### Warranty regarding to Labor Costs

**Aperion Surfaces** provides the following Limited Warranties for residential uses, which extend to the original end-purchaser only (and to no other purchaser or transferee) from the date of purchase of its vinyl floorings when installed in full-compliance to the

manufacturer's installation instructions, precautions, and maintenance procedures, and utilized within environmental preconditions in which they are expected to perform. **Aperion Surfaces** may reimburse actual label costs in the form of store credit as such on the removal, refinishing or replacement of the vinyl flooring products. No cash/check payment will be issued under any circumstances.

# This Warranty DOES NOT cover Purchases over the Internet.

**Aperion Surfaces** sells our products through authorized retailer outlets only. **Aperion Surfaces** will not honor any warranty claims for any products purchased over the Internet, nor will we accept any returns for such products.

### **EXCLUSIONS**

**Aperion Surfaces** Disclaims liability for incidental or consequential damages, including any implied warranty of merchantability, or warranty of fitness for a particular purpose, with respect to this product. This is the complete and exclusive statement of the warranty and is in lieu of all other express and/or statutory warranties. Some states do not allow the exclusion of limitation of incidental or consequential damages, so this limitation/exclusion may not apply to you.

# Temperature variations - excessive heat (80 °C/176 °F) or below freezing (-5 °C/23 °F and below) - may cause expansion or contraction of the product and therefore, not covered under this warranty.

In addition, heavy rolling loads, gapping, shrinkage, squeaks, fading or structural subfloor related issues are not covered under this warranty. The warranties do not cover scratches or indentations arising from accidents, abuse, misuse, insufficient protection on furniture, improper maintenance. Dents and scratches or claw marks made by pets, spiked heels, sand, pebbles, and other abrasives are considered abuse and not



covered. The warranties do not cover damages caused by negligence, insects, water saturation, excessive heat and "green-house" effect. Mold growth and related issues are NOT covered under this warranty. The warranties also do not cover damages caused by natural weather conditions such as but not limited to: fading or color discoloration caused by exposure to heat or sunlight, rainfall, tornadoes, floods, erosions, landslides, hurricanes, earthquakes and other natural disasters. Minor color variations in vinyl flooring are also a natural occurrence due to run lots and difference in raw materials at different production batches. Exposure to sunlight spike or stiletto high-heel shoes, especially those in poor repair, may cause denting and related damage to vinyl floors due to the extremely high compressive force they generate. For these reasons, we cannot guarantee that new and/or replacement flooring will match exactly with the display samples and/or existing installed floors. The warranties do not cover damage arising from failure to follow Aperion Surfaces, maintenance, construction-related damages, and installation procedures and/or improper alterations, modifications of the original manufactured products. The warranties do not cover floors with alkalis in the sub-floor or conditions arising from hydrostatic pressure or exterior applications. Warranties do not apply to damages or failure of the floor to adhere to the subfloor resulting from excessive moisture, alkali and/or hydrostatic pressure. The warranties do not apply to seconds, off-quality, or "as-is" goods.

This warranty is not transferable, not assignable and it extends only to the original purchaser. Aperion Surfaces flooring material purchased through the internet is NOT covered under this warranty.