



## **Loose Lay&2mm DryBack**

### **WARRANTY GUIDE**

HYBC Industries Inc. recommends that their floor coverings be professionally installed. If not professionally installed, no labour costs would be included should there be a valid claim.

#### **WHAT THESE WARRANTIES COVER**

Warranty Coverage	Warranty Periods	
	Residential	Commercial
Manufacturing defect	15 years	5 years
Wear, Fade or Stain*	15 years	5 years

**\* DEFINITIONS:**

"Wear" must be through the wear layer to the degree that the printed pattern is altered.

"Fade" must be to the degree that the floor is permanently discoloured.

"Stain" must be from normal household cleaning agents, chemicals or routine care and maintenance.

If a defect covered by these warranties appears during the warranty period, HYBC Industries . will, at its discretion, repair or replace the defective product according to the proration chart (page 4). Labour costs for removal and reinstallation of product are not included.

These limited warranties do not include the cost of moving furniture or other heavy objects. The owner is responsible for providing a clear floor area to allow warranty repair work to be carried out without hindrance. The replacement product is warranted for the remainder of the original warranty period.

#### **MANUFACTURING DEFECTS WARRANTY**

HYBC Industries warrants to the original purchaser of its luxury vinyl plank or WPC products that, if properly installed, the product shall remain free of manufacturing defects for the indicated period of time starting from the date of purchase, as long as the original purchaser owns the property. The product will be manufactured according to the floor covering industry's standards and tolerances in quality variation. HYBC Industries will replace or repair defective materials including reasonable labour costs during the first 5 years from the date of the original purchase. The owner is responsible for final inspection of the product before

installation. If the owner hires a third party to install the product, the owner is responsible for that party's judgment. Material installed with obvious defects will be deemed acceptable by the owner or installer and will not be considered for warranty. This warranty is subject to restrictions and limitations.

### **WEAR, FADE OR STAIN WARRANTY**

HYBC Industries warrants to the original purchaser that its luxury vinyl plank or WPC products will not wear, fade or stain from normal use for the indicated period of time, starting from the date of purchase. This warranty is subject to restrictions and limitations.

### **GENERAL**

These warranties apply only to the original purchaser and to flooring in its original installation. They are not transferable. Make sure to keep your original receipt as proof of purchase. If a problem appears which is covered by these warranties, the original purchaser should contact the dealer immediately and describe the problem.

This warranty applies only where the affected area of the HYBC Industries LVP/WPC flooring is visible and covers an area greater than 10 % of the room.

### **EXCLUSIONS**

The following are not covered under this warranty:

- Claims arising out of scratches and dirt on products with darker, solid colours, as such colours naturally show more scratches and dirt and require more maintenance.
- Shading claims for an overall white product that is installed close to another white floor covering.
- Damage caused by vacuum cleaner beater bar, improper rolling loads, use of chairs or other furniture without proper floor protectors or caster wheels, surface scratches, exterior application, any modification made to the product, alterations, repair or service by a non-authorized third party.
- Minor shading, colour or texture differences between samples and delivered product.
- Damage from improper removal of previous floor covering.
- Damage or fading due to extreme temperatures or from exposure to sunlight.
- Installations other than on an approved subfloor.
- Damage to product resulting from improper storage, handling and freight.
- Failure to use HYBC Industries' recommended installation instructions.
- Labour on material installed with obvious defects.
- Damage caused by accidents, abuse or natural disasters such as standing water, water leaks, fire, flood, earthquake.
- Problems caused by excessive subfloor moisture content or excessive relative humidity in the area of the installation.
- Damage from neglect, pets, pebbles, other abrasives, insects, spike-heeled shoes, improper maintenance (including use of cleaning products other than those recommended by HYBC Industries).

- Damage resulting from poor or defective workmanship or materials in the construction of the subfloor joist assembly; including but not limited to, excessive floor deflection, uneven or irregular subfloor surface or voids in the subfloor.
- Damage from the impact of falling objects.
- Damage resulting from excessive moisture or dryness from any source or cause.
- Normal wearing of the finish in high traffic areas, pivot-points and seating areas.
- Construction traffic abuse to the surface of the flooring.
- Gloss or sheen reduction is not surface wear. The surface wear must be readily visible from the distance of 6 feet (1.8 m), measuring at least 2 square inches (12.9 cm<sup>2</sup>). Wear-through at the edges of the floor is excluded from the warranty as well.
- Damage caused by excessive moisture emissions from a concrete slab (more than 3 lb. (1.36 kg) per 1000 sq. ft. (92.9 m<sup>2</sup>) over a 24-hour period), hydrostatic pressure, pet urine and other corrosive liquids or from outside water such as snow or rain that enters through an opened door or window.
- Mouldings and accessories.
- Differences in colour between samples, illustrations, and the product itself.

## **LIMITATIONS**

The following limitations and conditions also apply:

- All preventive and regular maintenance indicated by HYBC Industries must be followed. Contact your dealer or HYBC Industries for details. Please have your invoice ready to identify your product.
- Change in surface gloss in traffic areas is normal and not covered by this warranty.
- Industry standards allow a maximum 5 % irregularity in production. Such defects may be manufacturing or natural. Should there be any indication that a piece of flooring may be defective due to manufacturing or factory finish, do not install the piece. Installation of flooring that contains any manufacturing defect is not covered by this warranty. HYBC Industries must be informed in writing of such defects within 10 days. After this time has elapsed, no further complaints will be accepted.
- These warranties do not apply to any product designated as off-goods including, but not limited to, second quality, specials or non-standard items. Products so designated are sold "AS IS".
- HYBC Industries reserves the right at any time to modify or discontinue any of its products and will not be liable for changes. If the original product or colour is no longer available, HYBC Industries may substitute with reasonably comparable products.
- A suitable mat or sufficiently large transition area at the entrance door(s) must be used to prevent sand and/or dust from damaging the flooring.

## **LIMITATION OF IMPLIED WARRANTY**

The duration of any implied warranty including, without limitation, implied warranties or merchantability or implied warranties of fitness are expressly limited to the duration of the

applicable warranty period. Some Canadian provinces and U.S.A. states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **EXCLUSION OF CONSEQUENTIAL DAMAGES**

HYBC Industries hereby excludes coverage of all consequential damages resulting from the breach of these warranties or from any failure to perform under the terms of these warranties. This includes, but is not limited to, damage to the building or property in which the flooring is installed, injuries sustained by any person, economic losses, commercial losses, loss of time, loss of use of the building or incidental charges such as telephone, travel or lodging expenses. Some Canadian provinces and U.S.A. states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The warranties described above are the exclusive warranties provided by HYBC Industries. HYBC Industries disclaims all other express warranties whether oral or written. HYBC Industries is not responsible or liable for any promises, representations, commitments or agreements made by employees, agents or representatives of HYBC Industries which are not in accordance with the warranties above.

These warranties give you specific legal rights. You may also have other rights which vary from province to province (state to state in the U.S.A.). These warranties do not modify or limit those rights but shall run concurrently with them.

### **CANADA ONLY**

Any provision of this warranty which is incompatible with some public order legislation will not invalidate the remaining provisions of these warranties. Some legislation may forbid restrictions upon warranties granted by law. In cases covered by such legislation, these restrictions do not apply.

### **CLAIMS**

The consumer and installer are responsible for final inspection and approval prior to permanent installation. HYBC Industries is not responsible for labour costs to replace visibly defective product after installation.

No person other than a HYBC Industries claims department representative is authorized to accept or refuse a warranty claim. No person is authorized to waive or modify the terms of this warranty. HYBC Industries reserves the right to designate a representative to inspect the floor and remove samples for analysis prior to accepting or refusing any claim. No repairs, except for urgent ones, may be made until after such inspection or until HYBC Industries indicates that such inspection is not required.

### **DISCLAIMER**

Samples, descriptions and other information concerning the products contained in catalogs, advertisements, or other promotional material are for general informational purposes only and are not binding upon HYBC Industries. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify HYBC Industries' warranties. Any statements made by sales representatives or distributors will not be binding upon HYBC Industries.

The warranty terms set out above apply to all products sold after January 1<sup>st</sup>, 2012.

**HOMEOWNER OBLIGATIONS**

To maintain the coverage under the terms of these warranties and ensure fast and easy warranty service, you must do the following:

- Keep two pieces of the LVP/WPC product after installation for testing purposes.
- Keep and provide the original sales receipt or documentation illustrating proof of purchase and installation date of the product.
- Make sure your floor is installed according to HYBC Industries installation instructions.
- Keep a list of products used to clean your flooring.

For more information on HYBC Industries and its products, visit:

[www.hybc.ca](http://www.hybc.ca)