Eternity LVT SG Premium Underlayment

# Warranty

### Owner installer responsabilities:

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Before installation it is very important that you read all instructions provided by the flooring, adhesive, and underlayment manufacturers. By starting installation you are agreeing that you have read and understand purchaser/installer responsibilities and requirements and that deviating from instructions without approval of manufacturers could void warranties.

The installer/owner is responsible to ensure that building code and condo association standards are met. Substrate must be clean, dry (within parameters set below), structurally sound, flat and must meet all industry standards as well as recommendations/requirements listed herein.

There are two approved ways for installing Eternity LVT under a Luxury Vinyl Flooring product: A) Floating B) Double Glue Down.

## **Floating Installations:**

In this system Eternity LVT is floated, loose laid, over the substrate with the finished floor floated on top the underlayment. Sub-floor must be flat, rigid and structurally sound. Uneven floors, cracks or depressions must be filled with suitable floor patch and allowed appropriate cure time. Cracks may not exceed 1/16" without being filled. No more than 1/8" variance in height over 4' span may be allowed. Concrete must be allowed to cure for 30 days minimum and moisture levels may not exceed 8 lbs/24 hours as measured by the Anhydrous Calcium Chloride Test (ASTM-F-1869-98). Floor must be clean, free of dust and debris. Sweep and damp mop prior to installation. Follow flooring manufacturers instructions for installation of the flooring itself.

Check for excessive moisture in various areas before installation referring to flooring manufacturer's recommendations. Consult with your flooring specialist for additional instructions.

## Loose-Lay Vinyl Plank Installations:

In this system Eternity LVT underlayment should be adhered to the sub-floor with full-spread coverage and then the planks are installed according to the flooring manufacturers instructions.

## Double Glue Down Installations:

Eternity LVT is adhered to the substrate and then the flooring product is adhered to the Eternity LVT underlayment. **Never** should the flooring be adhered only to the underlayment without first adhering the underlayment to the floor substrate.

Attached is a chart with information regarding adhesives which have been tested and have approved Eternity LVT installation system. The chart also outlines trowel sizes required for this type of installation. Further to this it is vital to follow the installation instructions of each adhesive manufacturer to ensure a proper bond of the underlayment to the substrate and of the flooring to the underlayment. Proper installation in accordance with these installation instructions and those of the adhesive and flooring manufacturers is vital to the successful installation.

#### Vinyl Plank with Attached Pad:

Eternity LVT SG can be used underneath a LVT plank floor with an attached underlayment where the attached pad is not greater the 1mm thick and the flooring manufacturer approves the use of additional underlays.

#### Considerations:

Building should be closed in with HVAC running for at least 72 hours with materials present to acclimate flooring to the site as per manufacturer's instructions. Sub-floor needs to be 65 - 85 degrees F. Walls should be dry and moisture inducing activities should be completed so as not to increase the humidity during or after installation of the flooring and humidity should be maintained below 75%. Concrete or Gypcrete sealing is recommended.

Sub-floor must be flat, rigid and structurally sound. Uneven floors, cracks or depressions must be filled with suitable floor patch and allowed appropriate cure time. Cracks may not exceed 1/16" without being filled. No more than ¼" variance in height over 10' span may be allowed. Concrete must be allowed to cure for 30 days minimum and moisture levels may not exceed 8 lbs/24 hours as measured by the Anhydrous Calcium Chloride Test (ASTM-F-1869-98) or 80% RH (ASTM F2170). Lower thresholds may be set by either the adhesive or flooring manufacturer. You must not exceed the lowest pound/24 hour limit set by either of the three. Floor must be clean, free of dust and debris. Sweep and damp mop prior to installation.

Check for excessive moisture in various areas before installation referring to flooring manufacturer's recommendations. Consult with your flooring specialist for additional instructions.

# Nail Down Hardwood Installations:

Eternity LVT can be installed underneath nail down hard wood flooring, providing the hardwood flooring manufactures installation procedures and specifications including but not limited to the subfloor, subfloor prep and nails/staples/fasteners, etc. are met.

# <u>Warranty</u>

Vinyl Trends Inc. warrants Eternity LVT underlayment free from defects in manufacturing, materials, and workmanship in manufacture for as long as the original purchaser of Eternity LVT underlayment owns the installed building (the Limited Warranty Period). Vinyl Trends Inc. also warrants the Eternity LVT underlayment against material flaws such as decline in quality, or disintegration for the duration of the Limited Warranty Period.

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# Conditions/Exclusions

Cannot be installed in areas that are exposed to continuous moisture (shower stalls for example).

Claims must be made through notification of failure to store where purchased or distributor within 30 days of finding defect or flaw. Vinyl Trends Inc. reserves the right to inspect installation and may call upon outside inspector if necessary. In terms of claim progression upon acceptance, Vinyl Trends Inc. will replace all damaged areas of primary flooring that are proven to result from failure of our underlayment. Replacement is limited to Eternity LVT underlayment, reasonable cost of the damaged flooring, and reasonable labor costs required by the fix.

Vinyl Trends does not warrant defects or failures caused by improper installation, insects, other tradespeople, acts of God, poor maintenance, excessive spills rain or floods, abuse, use beyond manufacturer's recommendation (ie. residential flooring used for commercial), use of non approved cleaning solutions, acts of war, severe vibrations, pet or human urine, damage or abuse caused in installation or transport, neglect of any instruction, use of improper tools or unapproved materials or any factor beyond our control.

Cracks or gaps that occur as a result of sub floor cracks or separations which occur after the finished flooring material is installed, excessive sub floor moisture levels.

Linoleum, nylon backed or roll out material with a thickness of less then 3mm can not be used.

Adhesive bond failures with adhesives which are either not approved or are used in a manner which is inconsistent with adhesive manufacturer's warranty's and procedures.

Installations using materials which are not classified as first quality grade such as seconds, cabin grade, seconds or rejects.

Warranty only applies to the membrane itself and not to the installation method outside of our control. Meets manufacturers warranty. Needs to be installed in conjunction with with adhesive and flooring manufacturers installation instructions.

This warranty is not-transferable.

Warranty applies to all brands of flooring used with Eternity LVT underlayment. Should any flooring manufacturer refuse to honor its warranty due to the installation of Eternity LVT underlayment rather than its own underlayment, VinylTrends Inc. will honor the manufacturer's warranty in the event of damage to its floor caused directly by a failure of Eternity LVT to conform to this warranty. \*\*\*Forcing customer to buy a particular product by reducing warranty coverage of competing products is illegal.\*\*\*

This warranty would apply to the repair or replacement, at the sole discretion of VinylTrends Inc. of approved finished flooring materials proved to have failed as a direct result of defects in the underlayment.

Coverage Requirements:

- 1. Flooring materials and adhesives must be approved by VinylTrends Inc. (see our website or contact us for approval <u>www.vinyltrends.com</u> or 800-589-0102).
- 2. Eternity underlayment must be installed as stated in installation instructions as outlined at <u>www.vinyltrends.com</u> for the specific flooring and sub floor condition of the job site.
- 3. Adhesive installation methods for the specific application must be followed. This includes using correct trowel sizes and ensuring proper moisture and temperature levels.

# Limitation of Remedies:

VinylTrends Inc. Limits its warranty to the original end-user. Material used in replacement or repair will be of similar quality to the original materials purchased. Replacement or repair will only be made if claim is made within 30 days of initial knowledge of the defect and only after VinylTrends Inc. Has an opportunity to inspect the defective condition. VinylTrends Inc. And its representatives must be able to get reasonable access to the facilities for the inspection and testing of the products and substrate and all other potential contributors to the damages in question. Purchaser and end users have the sole responsibility to properly install and maintain the products. VinylTrends Inc. Has no obligation to replace or repair any product that has been subjected to misuse, neglect, accident or abuse, or has not been installed or maintained in accordance with flooring manufacturer's or adhesives manufacturer's written instructions, or which has been exposed to undue wear and tear, excessive moisture (above or below), alkali or acids. In addition to the aforementioned limitations, Vinyltrends Inc.'s limited replacement warranty shall not cover dissatisfaction due to improper maintenance or installation, damage from improper maintenance or use or general misuse including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from high heels, rolling loads, improperly caster-ed or protected chair legs, failure to use recommended floor protectors (rolling chair mats must be used), and the like, damage or discoloration from floor care products not recommended by the flooring manufacturer, extended direct exposure to sunlight, moisture, alkaline, hydrostatic pressure damage from sub floor, mold or mildew.

## Limitation of Liability:

VinylTrends Inc. shall not be liable for loss of profits, direct, indirect, incidental, special, consequential or other damages under this limited warranty or from and cause whatsoever, whether based upon warranty, negligence, strict liability or otherwise. VinylTrends Inc. Shall be entitled to legal fees, costs and expenses involved in defending and enforcing this clause against purchaser, end-user and others.



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Any enquiries regarding any problem with Eternity underlayments should be directed to the contractor who installed the product to help identify whether the problem is related to manufacturing, installation or maintenance. Keep all documents and information until resolution is found for the problem. If the problem is manufacturing related and the contractor is not able to provide satisfactory response, please notify VinylTrends Inc. In writing explaining the problem in detail.

#### VinylTrends Inc. 1574 Eagle St N Cambridge Ontario N3H 4S5 (800)-589-0102

VinylTrends Inc. Reserves the right to have an authorized VinylTrends Inc. Representative inspect and verify the defect to determine whether replacement or repair is warranted under the terms of this limited warranty VinylTrends Inc. Reserves the right to submit the matter ti arbitration by a gualified third party.

This limited warranty may not be extended, altered or waved except in writing by an authorized officer of VinylTrends Inc. Any action for breach hereunder must be commenced within one year after the cause of action has accrued. The limitation of remedies and limitation of liabilities under this limited warranty shall extend to apply to VinylTrends Inc. All claims for warranty coverage under this limited warranty shall be made solely to VinylTrends Inc. In accordance with the terms of this limited warranty.

VINYLTRENDS INC.'S LIABILITY TO PURCHASERS OF ITS PRODUCTS IS LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS STATED WITH THIS DOCUMENT UNLESS SUCH IS SUPERCEDED BY LAW, THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY KIND.

\*This written document is the exclusive representation of the customers warranty and supersedes all verbal, written guarantees given on this product.

12/2016