

**STAINMASTER® PETPROTECT™**  
**LUXURY VINYL FLOORING**  
**Loose Lay Limited Warranty**

 PHENIX



**STAINMASTER** BRAND



**Manufacturing Defect Limited Warranty -What is Covered:**

PHENIX FLOORING warrants that the STAINMASTER® PetProtect™ Luxury Vinyl flooring products (“Products”) purchased and installed in residential or accepted commercial settings on or after May 1, 2017 will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. All Products must be installed per the Installation Instructions, available at STAINMASTER.com. This Limited Warranty covers any manufacturing defect that appears during normal use.

For purposes of this Limited Warranty, “Residential Setting” means a job installed utilizing one or more Products at a single-family dwelling. “Light Commercial Setting” means a job installed in areas of use defined as environments with light to moderate foot traffic, light point loads and lack of rolling traffic. “Heavy Commercial Setting” means a job installed in areas of use with floors subjected to heavy loads, caster use, heavy point loads and heavy traffic. Examples of both Commercial Settings are listed below:

Light Commercial Setting	Heavy Commercial Setting
Art galleries, banks, bookstores, boutiques, classrooms, clothing stores, conference rooms, gift shops, hospitality rooms, hotel rooms, interior entrance ways, professional offices.	Airports, bus terminals, automobile dealerships, enclosed exterior entrance ways, convention areas, exercise rooms, factories, hospitals, mall common areas, pro shops, retail warehouse-type stores, ramps, stair cases, warehouses.

**Who is Covered:**

This Limited Warranty is not transferable or assignable and only applies to the original purchaser and to the original owner of the property/unit in which the Products were installed (hereafter “You” or “Your”).

**Limited Warranty for Wear:**

PHENIX FLOORING warrants that the installed Product will not wear through to the printed film layer under normal use for a period of the warranty coverage. For the purposes of this Limited Warranty, “wear through” means that, as a result of normal use, the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered, or affected.

**Limited Warranty for Stains:**

For the warranty period, and subject to Your compliance with the care and maintenance instructions found in the Installation Instructions, the installed Products will resist food and beverage stains that occur during normal use (“Covered Stains”). Covered Stains must be sufficient that the affected area of flooring is permanently discolored.

**PetProtect™ Stain Limited Warranty:**

PHENIX FLOORING warrants that with proper care and maintenance (see Installation Instructions), the installed Products will not stain from accidents (urine, feces, and vomit) caused by domestic pets such as cats and dogs.

**Limited Waterproof Warranty:**

Products are waterproof and will not be damaged or structurally compromised by normal exposure to surface spills and tracked water/moisture for the life of the Product. Excessive subfloor moisture is an ideal breeding ground for mold, mildew and fungus that will not harm the Products, but will contribute to an unhealthy indoor living environment if left unattended. Limitations apply as stated below.

**What PHENIX FLOORING Will Do:**

PHENIX FLOORING will repair or replace manufacturing defects in Products that meet the criteria of this Limited Warranty. The decision either to repair or to replace the affected Products will be made by PHENIX FLOORING, in its sole discretion, and will be limited to the affected area of the Products.

- PHENIX FLOORING will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, PHENIX FLOORING reserves the right to select and supply similar Products. After corrective action is taken on an existing defect, You will continue to receive warranty coverage for the remaining period of Your original warranty.
- If replacement is necessary, the Limited Warranty covers the removal and disposal of the original Products and the cost and installation of the comparable replacement Products, only when and if a professional flooring installer was paid to install the original Products. Labor will be paid per the following schedule and it must be performed by a certified professional flooring installer:
  - Within the first 2 years from the date of purchase – 100% of the labor for reinstall/repair
  - Within years 3-4 from the date of purchase – 70% of the labor for reinstall/repair
  - Within years 5-6 from date of purchase – 50% of the labor for reinstall/repair
  - After 6 years – no labor reimbursement provided
- Any other labor charges, costs for moving furniture, equipment or baseboards, or other charges are Your responsibility and will not be paid by PHENIX FLOORING.
- You must reasonably cooperate with PHENIX FLOORING in its efforts to perform its obligations under these limited warranties.

**Preconditions for Limited Warranty Coverage:**

This Limited Warranty covers normal use only. The Products must be properly maintained following the preventive care guidelines in the Installation Instructions. The Products must be installed in continuous climate controlled interior environments as stated in the Installation Instructions, available at STAINMASTER.com.

## Exclusions From Warranty Coverage:

Only first quality Products, which meet PHENIX FLOORING 's construction and performance standards, will be covered under this Limited Warranty. This Limited Warranty excludes:

- Products that have not been acclimated per the Installation Instructions.
- Improper installation or Products not installed according to the Installation Instructions and accepted industry practices from the accredited organizations listed in the Installation Instructions.
- Labor costs will not be covered when Products with visual defects greater than or equal to 1cm are installed. In that case, only replacement Products will be provided.
- Improper maintenance such as Product dulling by soaps, vinegar solutions, detergents, harsh chemicals, dressings, one-step cleaners, or wax.
- Hazing or finish-related issues caused by grout when used with STAINMASTER® groutable tiles.
- Performance of Products installed over foam-type, rubber, cork or other compressible type underlayments. Guarantees of performance should be provided by the manufacturer who states their product is suitable for use with luxury vinyl flooring.
- Flooring issues, conditions, damage or defects caused by improper installation techniques, use of improper adhesives or incorrect application of adhesives, improper underlayments, inadequate subfloors or subfloor preparation, flooring installed against standard accepted industry practices.
- Stains, fading, discoloration, or moisture problems due to use of rubber or rubber-backed mats. Staining or changes in color caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation.
- Product installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floors, and/or radiant-heated floors more than 80 F.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing, and appliance leaks; water leakage from doors, windows, and roofs.
- Damage from or growth of mold and mildew caused by excessive moisture in the environment or substrate that has been trapped under the flooring, including flooring installed outdoors or subjected to prolonged water exposure.
- Cuts, scratches, gouges, indentations and punctures caused by sharp objects, narrow wheels, metal furniture glides, etc. Non-rubber walk-off mats are to be used at all egress points and shall be of sufficient depth and width to capture grit, dirt and abrasive debris.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, heavy rolling loads, caster wheels, furniture and chairs without proper floor protectors

and furniture rests, dropping of metal or heavy objects. Furniture, appliances and movable fixtures should have a plastic or nylon protector at least 2" in diameter; chair casters / wheels should be a minimum of 2" in diameter and not be metal-type or narrower than 1" in width. Chair mats and protectors shall be used under office chairs including use in residential settings.

- Cracking, warping, delamination, curling or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Flooring installed in areas not intended for solid vinyl plank or tile.

## How Long is the Coverage:

The Products' Limited Warranty document covers Products that are applied in a Residential Setting or accepted Commercial Setting. PHENIX FLOORING reserves the right to classify each installation use. The following table outlines the warranty coverage timeframes (manufacturing defect warranty is for a period of 1 year from the date of purchase):

Wear Layer	Residential Warranty Coverage	Light Commercial Warranty Coverage	Heavy Commercial Warranty Coverage
20 mil	Lifetime	10 years	10 years

## What You Must Do to Report a Claim:

Manufacturing defects must be reported within 30 days of first notice of defect in installed area. Always retain proof of purchase. Notify PHENIX FLOORING of any defect and provide the following information:

- An explanation of the issue and what caused it;
- The location of the issue, and in what other areas/rooms, if any, Products are installed;
- Photographs of the affected area; and
- Proof of purchase.

## How to Contact Us:

For warranty service, contact PHENIX FLOORING, LLC via email at CLAIMS@PHENIXFLOORING.com, or call us at 1-800-609-9557. Hours are 8 AM to 5 PM EST, Monday through Friday. For the most up-to-date information about this limited warranty, please refer to our website at STAINMASTER.com.

**LIMITATIONS: YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE REPAIR OR REPLACEMENT PRODUCT AND ASSOCIATED LABOR COSTS (IF APPLICABLE) FOR THE PORTION OF THE PRODUCTS THAT DOES NOT CONFORM TO THE WARRANTY AS PROVIDED HEREIN. PHENIX FLOORING SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES, OR FOR LOST OR PROSPECTIVE PROFITS, ARISING OUT OF THE PURCHASE OR**

USE OF THE PRODUCTS OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL PHENIX FLOORING'S CUMULATIVE LIABILITY EXCEED THE PRODUCT REPAIR, REPLACEMENT AND LABOR COSTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

WAIVER OF JURY TRIAL: PHENIX FLOORING AND YOU UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM ARISING OUT OF OR RELATING TO ANY DISPUTE ARISING UNDER THIS AGREEMENT. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, PHENIX FLOORING AND YOU AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD AND RESOLVED IN COURT BY A JURY.

**State Rights:**

This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

**DISPUTE RESOLUTION PROVISION:**

PHENIX FLOORING and You agree that any controversy or claim arising out of or relating to the purchase, installation or use of the Products, including any claim for breach of warranty (a "Dispute"), may be settled only by BINDING ARBITRATION or in a small claims court, if the Dispute is within the jurisdiction of the small claims court and there will be NO JURY TRIAL. PHENIX FLOORING and You agree that the American Arbitration Association (AAA) shall administer any arbitration in accordance with its Commercial Arbitration Rules and its Consumer-Related Dispute Supplementary Procedures and incorporated fee schedule, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties intend that the Dispute will be settled in individual (bi-lateral) and not class arbitration, do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing arbitration under this Dispute Resolution Procedure, and hereby waive any right to arbitrate a Dispute through representative or class arbitration. The parties intend that the arbitrator decide all issues of substantive arbitrability, including his/her own jurisdiction.

**Law Governing Arbitration Provision:**

The Dispute Resolution Provision above establishing the arbitration process is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16.

**Information on the AAA and Arbitration Filing Requirements and Fees:**

The website for the AAA may be accessed at [www.adr.org](http://www.adr.org). The AAA Commercial Arbitration Rules and the Consumer Arbitration Rules (with associated fee schedule) may be accessed at <https://www.adr.org/Rules>. For more information on AAA arbitration, contact: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Toll Free number: 877-495-4185. Fax number: 877-304-8457. Email: [casefiling@adr.org](mailto:casefiling@adr.org).

