

## KENNEDY FLOORINGS EXCLUSIVE WARRANTY

### EXCLUSIVE WARRANTY

Kennedy Floorings Luxury Vinyl flooring products are covered by an Exclusive Warranty as described herein. The period of time the warranty is in force is dependent upon the warranty class (i.e. whether is a Gold, Silver, or Bronze warranty) installation setting (i.e. whether it is a residential or commercial application), and the proration schedule. The warranty is non-transferable from the original purchaser. The warranty is valid from the date of purchase as shown on the purchase invoice.

The Exclusive Warranty covers the following, subject to limitations described below: limited wear, structural integrity, and joint integrity. The warranty is only valid when installation and maintenance guides are followed, which can be found at [www.kennedyfloorings.com](http://www.kennedyfloorings.com). Kennedy Floorings has the sole discretion in determining if installation and maintenance guides have been properly followed.



#### EXCLUSIVE GOLD WARRANTY

Shamrock Surfaces and Nature's Impression flooring products that fall under the Gold class Warranty are warrantied for the duration of time dependent on the installation setting:

Residential applications: Lifetime  
Commercial applications: 15 Years



#### EXCLUSIVE SILVER WARRANTY

Shamrock Surfaces and Nature's Impression flooring products that fall under the Silver class Warranty are warrantied for the duration of time dependent on the installation setting:

Residential applications: 25 Years  
Commercial applications: 10 Years



#### EXCLUSIVE BRONZE WARRANTY

Shamrock Surfaces and Nature's Impression flooring products that fall under the Bronze class Warranty are warrantied for the duration of time dependent on the installation setting:

Residential applications: 20 Years  
Commercial applications: 7 Years

### EXCLUSIVE WARRANTY - RESIDENTIAL

Kennedy Floorings branded flooring products that are used in a residential setting have an Exclusive Residential Warranty. The period of time the warranty is in force is dependent upon the warranty class (i.e. whether is a Gold, Silver, or Bronze warranty) and installation setting (i.e. whether it is a residential or commercial application). Rental or leased dwellings are considered to be a commercial setting.

The Exclusive Residential Warranty is bound by a Proration Schedule, meaning, the Exclusive Warranty protection reduces over time.

- The percentage of material that is covered by the Exclusive Warranty must be within the time frame, which begins the day the material is purchased from a Kennedy Floorings authorized dealer.
- The Material percentage is the percentage of the total material cost from the original purchase invoice and is limited to the material only from the affected installation area.
- The *Exclusive Gold Warranty* has a Proration rate of 3.33%. Each year the warranty coverage for material of the affected installation area decreases by 3.33%, with 3.33% of warranty left after 29 years, and expiring on year 30.
- The *Exclusive Silver Warranty* has a Proration rate of 4% per year. Each year the warranty coverage for material of the affected installation area decreases by 4%, with 4% of warranty left after 24 years, and expiring on year 25.
- The *Exclusive Bronze Warranty* has a Proration rate of 5% per year. Each year the warranty coverage for material of the affected installation area decreases by 5%, with 5% of warranty left after 19 years, and expiring on year 20.

**LABOUR PRORATION**

- Labor must be provided by a certified professional flooring installer, using the guidelines put forth by Kennedy Floorings in the Installation and Maintenance instructions.
- The cost of replacement or repair labor by a professional installer must be approved by the Kennedy Floorings claims department and will be paid according to the proration schedule that is dependent upon the warranty class of the product in question.
- Labour costs for approved claims must be within current market standards and is only applicable to the direct labour costs of material installation.

**PRORATION SCHEDULE**

GOLD WARRANTY		SILVER WARRANTY		BRONZE WARRANTY	
TIME FRAME	MATERIAL	TIME FRAME	MATERIAL	TIME FRAME	MATERIAL
1 YEAR	100%	1 YEAR	100%	1 YEAR	100%
2 YEARS	96.67%	2 YEARS	96%	2 YEARS	75%
3 YEARS	93.34%	3 YEARS	92%	3 YEARS	50%
.....	.....	.....	.....	.....	.....
29 YEARS	3.33%	24 YEARS	4%	19 YEARS	5%
30 YEARS	0%	25 YEARS	0%	20 YEARS	0%
TIME FRAME	LABOUR	TIME FRAME	LABOUR	TIME FRAME	LABOUR
1 YEAR	100%	1 YEAR	100%	1 YEAR	100%
2 YEAR	75%	2 YEAR	66%	2 YEAR	50%
3 YEARS	50%	3 YEARS	33%	3 YEARS	0%
4 YEARS	25%	4 YEARS	0%		
5 YEARS	0%				

**EXCLUSIVE WARRANTY – COMMERCIAL**

Kennedy Floorings branded flooring products that are used in a commercial setting have an Exclusive Commercial Warranty. Kennedy Floorings branded flooring products with a Silver or Bronze class Warranty are intended to be used in non-industrial light commercial settings. Kennedy Floorings branded flooring products are approved for use in hotel rooms, conference rooms, offices, retail stores, restaurants, and other commercial environments similar to those listed.

Use in an unapproved commercial setting or using a product in a commercial setting that is outside the products limitations, will void all implied warranties.

**MATERIAL PRORATION**

- The percentage of material that is covered by the Exclusive Warranty must be within the time frame, which begins the day the material is purchased from a Kennedy Floorings authorized dealer.
- The Material percentage is the percentage of the total material cost from the original purchase invoice and is limited to the material only from the affected installation area.
  - The *Exclusive Gold Warranty* has a **Proration rate of 6.66% per year**. Each year the warranty coverage for material of the affected installation area decreases by 6.66%, with 6.66% of warranty left after 14 years, and expiring on year 15.

- The *Exclusive Silver Warranty* has a **Proration rate of 10% per year**. Each year the warranty coverage for material of the affected installation area decreases by 10%, with 10% of warranty left after 9 years, and expiring on year 10.
- The *Exclusive Bronze Warranty* has a **Proration rate of 14.25% per year**. Each year the warranty coverage for material of the affected installation area decreases by 14.25%, with 14.25% of warranty left after 6 years, and expiring on year 7.

## PRORATION SCHEDULE

GOLD WARRANTY		SILVER WARRANTY		BRONZE WARRANTY	
TIME FRAME	MATERIAL	TIME FRAME	MATERIAL	TIME FRAME	MATERIAL
1 YEAR	100%	1 YEAR	100%	1 YEAR	100%
2 YEARS	93.34%	2 YEARS	90%	2 YEARS	85.75%
3 YEARS	86.68%	3 YEARS	80%	3 YEARS	71.5%
.....	.....	.....	.....	.....	.....
14 YEARS	6.66%	9 YEARS	10%	6 YEARS	14.25%
15 YEARS	0%	10 YEARS	0%	7 YEARS	0%
TIME FRAME	LABOUR	TIME FRAME	LABOUR	TIME FRAME	LABOUR
1 YEAR	100%	1 YEAR	100%	1 YEAR	100%
2 YEAR	66%	2 YEAR	50%	2 YEAR	0%
3 YEARS	33%	3 YEARS	0%		
4 YEARS	0%				

## EXCLUSIVE WARRANTY COVERAGE

The Exclusive Warranty covers issues related to the wear layer, Structural Integrity, Joint Integrity, and Manufacturing Defects. Installation of visually defective material is not covered by the Exclusive Warranty.

### LIMITED WEAR WARRANTY

Kennedy Floorings branded flooring products are protected by a wear layer. Kennedy Floorings warrants that the wear layer will not wear through for the amount of years as indicated by the warranty class and installation setting. "Wear through," of the wear layer refers to the complete loss of the wear layer so that the image design layer underneath the wear layer becomes exposed and affected. Determination of whether damage to the wear layer constitutes "wear through" will be at the sole discretion of Kennedy Floorings.

- The *Limited Wear Warranty* applies to "wear through" on areas that have worn through by at least 1" by 1"; an area of 1<sup>2</sup> inch.
- The *Limited Wear Warranty* is only valid when proper maintenance procedures are followed. The *Limited Wear Warranty* will be voided if abrasive cleaners or abrasive scrubbers are used on the floor.
- Damage to the wear layer caused by furniture, appliances, or heavy objects, are not covered by the *Limited Wear Warranty*. It is important to use felt pads under all furniture to prevent damage to the floors, and to ensure floors are protected when moving heavy appliances or objects.
- Damage such as scratches, scrapes, cuts, damage caused by improper maintenance, intentional abuse or abnormal usage or any other damage caused by abnormal wear and tear, and daily use is not covered by the *Limited Wear Warranty*. Reduction in gloss or surface texture is not considered wear.
- Damage caused by the external environmental factors, directly or indirectly, is not covered under the *Limited Wear Warranty*.
- For more information refer to the maintenance and installation guides found at [www.kennedyfloorings.com](http://www.kennedyfloorings.com).

### STRUCTURAL INTEGRITY WARRANTY

Kennedy Floorings branded flooring products are protected by a *Structural Integrity Warranty* for the amount of years as indicated by the warranty class and installation setting. The *Structural Integrity Warranty* guarantees that branded flooring products from Kennedy Floorings will remain structurally sound and free from cupping, warping, and delamination.

- The *Structural Integrity Warranty* is only valid when installation and maintenance guides are adhered to.
- The *Structural Integrity Warranty* does not cover structural changes of the flooring caused by a failure or structural change of the subfloor or surrounding structure.
- The *Structural Integrity Warranty* does not cover structural changes of the flooring caused by exposure to extreme environmental conditions. Acceptable environmental conditions can be found in the installation guide.
- Objects that cause indentations are not covered under warranty.

Kennedy Floorings branded flooring products are protected by a *Joint Integrity Warranty* for the amount of years indicated by the warranty class and installation setting. The *Joint Integrity Warranty* guarantees that the joints on Kennedy Floorings branded flooring products will remain secure and will not come apart when the installation guide is followed.

- Joint Integrity is defined as the seams between adjacent flooring planks and tiles for Luxury Vinyl flooring products, and the locking system attaching adjacent planks and tiles together for flooring products with a locking system.
- The *Joint Integrity Warranty* is only valid when the installation guide is adhered to.
- Minor joint gapping of less than 1mm is acceptable. Excessive gapping caused by improper installation will not be covered under the *Joint Integrity Warranty*.
- Use of an adhesive not authorized by Kennedy will void the *Joint Integrity Warranty* for Luxury Vinyl products.
- The use of inappropriate adhesive types for the installation area and installation application will void the *Joint Integrity Warranty* for Luxury Vinyl products. The correct adhesive type for the installation area and application can be found in the installation guide.
- Gapping as the result from Loose Lay installations can be easily remedied by fully adhering the flooring product to the subfloor. Gapping with Loose Lay installations does not constitute defective material and is not covered by the *Joint Integrity Warranty*.
- Locking system separation, and locking system breakage and other failures of locking system from improper installation will void the *Joint Integrity Warranty*.
- Joint integrity failure or issues caused by structural changes in the sub-floor are not covered under the *Joint Integrity Warranty*.
- Joint integrity compromised by improper installation, lack of continuous climate control during use or are outside acceptable environmental conditions as outlined in the installation guide, or obstructions creating pinch points are specifically excluded by the *Joint Integrity Warranty*.

## MANUFACTURING DEFECTS

Kennedy Floorings branded flooring products come with a 1 year warranty to guarantee that they will be free of any manufacturing defects.

- Installation of product that is visibly defective at the time of installation is not covered under warranty.
- Visual defects are only covered under warranty when an entire box can be collectively filled. In the rare event that a plank or tile has a visual defect, the affected area can be cut off it and used for end joints.

## CLAIMS

- If you believe you have a claim, please contact your dealer that sold you the product as soon as possible to begin the claim process. You may speed up this process by taking multiple photos of the affected area and filling out the appropriate fields on the claim form found at [www.kennedyfloorings.com/warranty](http://www.kennedyfloorings.com/warranty).
- An appointment will need to be made through your dealer for a Kennedy Floorings representative to inspect the site. A physical sample of the product from the affected area may be required to fulfill the warranty claim process. Email the claim form and photos to [claims@kennedyfloorings.com](mailto:claims@kennedyfloorings.com) or if you have any questions or concerns. Alternative contact information is provided below.
- In the event of an approved claim, Kennedy Floorings will first attempt to restore and repair. If R&R is unsuccessful, Kennedy Floorings will provide replacement flooring of the same or similar style, size, and quality. Kennedy Floorings will not cover miscellaneous expenses such as time lost, cost to move objects and furniture, and freight.
- In the event there's a disagreement for a claim, Kennedy Floorings will respond by having the affected area of the claim in question, inspected by an approved and impartial 3rd party inspector to determine the legitimacy of a claim.
- Failure to provide reasonable access to the installation area, adequate documentation and requested information, and samples of the flooring product from the affected installation area will result in denial of the claim.

## RESOURCES

- Installation guides can be found at [www.kennedyfloorings.com/installation](http://www.kennedyfloorings.com/installation)
- Maintenance guides can be found at [www.kennedyfloorings.com/maintenance](http://www.kennedyfloorings.com/maintenance)
- For product support please email [support@kennedyfloorings.com](mailto:support@kennedyfloorings.com)
- For claims please email [claims@kennedyfloorings.com](mailto:claims@kennedyfloorings.com)

## CONTACT INFORMATION

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