



# Luxury Vinyl Plank & Tile Adhesive Limited Lifetime Warranty

V 2014.1

Hallmark Floors warrants to the original purchaser that Hallmark Adhesive will maintain its bond for the lifetime of the floor. This warranty applies to the installation of those types of flooring listed in the Technical Data Sheet for the respective adhesive when used on approved sub floors and when installation instructions are strictly followed.

Hallmark also warrants the performance of its Accessory products, to include primer and sealer, each within the limitations stated in its respective Technical Data Sheet.

Hallmark products must be used in strict accordance with both the Hallmark Floors written pre-installation and installation instructions, including but not limited to sub floor, moisture and alkali limitations. This warranty applies to the original purchaser of the flooring only and is non-transferable. Hallmark is not responsible for damages to the flooring before, during or after installation. In the event of dissatisfaction or damages resulting from the installation itself, from installation errors, or from improper maintenance, Hallmark neither expresses nor implies any warranty.

If your floor was installed by a professional flooring installer who followed Hallmark's Installation Guidelines and used the Hallmark Adhesive or Adhesive System, Hallmark will pay reasonable labor costs and replace material affected if the floor defect is reported within one year of original purchase and 50% if reported within the second year. Labor costs will not be reimbursed if defects are reported after the second year.

If a Non-Hallmark adhesive system was used and there is a bond or other issue with the adhesive system, please address the issue with the adhesive system manufacturer. If a defect is confirmed and a Non-Hallmark Adhesive System was used, Hallmark will reimburse for flooring material only.

*Note: Failure to follow all product installation instructions will void the warranty. Review all Technical Data Sheets associated with products to be used before installation. Current Technical Data Sheets are available at [www.hallmarkfloors.com](http://www.hallmarkfloors.com).*

## **Inspection:**

Hallmark reserves the right to inspect any claim. Any and all claims repaired and/or replaced prior to inspection without prior written or verbal authorization from an officer of Hallmark Floors, will void this warranty.

## **Repair and/or Replacement:**

In the event of a product failure attributable solely to a Hallmark product, Hallmark will repair or replace, at its sole and absolute discretion, that section of the floor that has failed, including labor costs, material, and accessories (e.g. trim).

This warranty is limited to one repair or replacement and in all cases is the sole remedy and obligation offered. No other warranties, whether written, expressed, or implied, shall be considered. Incidental and/or consequential damages are excluded under this warranty. This warranty supersedes any previous warranties.

If the floor fails after one repair or replacement, Hallmark will assume such failure is caused by job site conditions and Hallmark will no longer be responsible for the product failure or job site condition(s).

## **Alkalinity:**

Alkalinity can cause damage to certain types of flooring and in some cases may cause adhesion failure in some manufacturer's adhesives. Check Alkalinity limitations found on the technical data sheet before using Hallmark adhesive, sealer and primer.

## **Moisture Related Warranties:**

Hallmark products carry a moisture related warranty and have specific limitations. If conditions are found to be in excess of the product's limitations, Hallmark will not be responsible for product failure or floor performance in such cases. Please refer to each product's Technical Data Sheet for parameters. All pre-installation tests from the flooring manufacturer, Hallmark, and any other applicable installation guidelines must be strictly followed.

*Note: Failure to utilize moisture tests and the recording of those proper tests prior to installation or use of any Hallmark product will void the warranty.*

## **Exclusions:**

The warranty does not cover damage to Hallmark products or the installed flooring caused by, but not limited to the following, except in those instances where a Hallmark product is expressly prescribed for such use (e.g. use of a Hallmark Sealer to prevent moisture penetration from the sub floor up to the product's prescribed limits):

Hydrostatic pressure

Excessive vapor emissions

Uneven and/or unapproved sub floor materials

Improper substrate preparation

Improper installation or complaints related to the flooring material

Faulty accessories and/or Hallmark products used in conjunction with those of other manufacturers

Excessive exterior water (damaged water pipes, sinks, icemakers, faulty plumbing, flooding, etc.)

Direct Sunlight, Excessive Heat

## **Warranty Disclaimers:**

The warranties in effect at the time of product use are the only warranties of hallmark. Hallmark, makes no other warranty of any kind, neither expressed or implied. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by hallmark, and excluded from this warranty. Purchaser and hallmark, expressly agree that the sole remedy for breach of the warranty shall be repair or replacement of the defective product area(s), or refund of the cost of the hallmark product. (This may include labor, sundries and trim associated with the job, but such decision is at hallmark sole and absolute discretion). Representation or warranty of any kind and no representative, employee, distributor representative or dealer of hallmark products has authority to make or imply any such warranty, promise or agreement, which in any way varies from the terms of this warranty. Hallmark, assumes no responsibility for loss of use or any other incidental or consequential loss, costs, expenses or damages incurred by the purchaser or any hallmark, makes no other other person. Some states do not allow for the exclusion or limitation of implied warranties or incidental or consequential damages. Therefore, the exclusion or limitation contained herein may not apply in the purchaser's state. The warranties of hallmark, give the purchaser specific legal rights, and the purchaser may also have other rights, which vary from state to state. Any legal claims brought against hallmark, must be made in the state of California.