# timberCORE™ Residential & Commercial Warranty



#### Lucida Surfaces® Limited 25-Year Residential Warranty

Lucida Surfaces® LLC ("Lucida") provides the following limited 25-year residential warranty to the original purchaser for as long as he or she owns the flooring product and uses it under normal conditions:

- The timberCore™ surface will not wear through;
- 2. The planks will not fade due to sun or electrical light;
- 3. The planks will not stain under normal conditions:
- 4. The planks will resist damage from moisture due to damp mopping and everyday spills:
- The nuClick™ locking joint will remain secure under normal use conditions.

This limited warranty is subject to the conditions described in the "Conditions" section below and does not apply if used in any commercial setting.

## Lucida Surfaces® Limited 6-Month Manufacturing Warranty

Lucida Surfaces® provides a limited warranty to the original purchaser for six (6) months from the date of purchase covering any manufacturing defects in the flooring product. The Lucida Surfaces® Limited 6-Month Manufacturing Warranty is made subject to the following condition:

This limited warranty does not cover any damage that occurs during shipment or installation.

#### Lucida Surfaces® Limited 10-year Light Commercial Warranty

Lucida Surfaces® provides the following limited light commercial warranty to the original purchaser for 10 years from the date of purchase that:

- The timberCore™ surface will not wear through;
- The planks will not fade due to sun or electrical lights; and
- 3. The planks will not stain.

This limited warranty is subject to the conditions described in the "Conditions" section below and only applies if used in one of the following commercial areas:

Retail: Entryways\*, Sales Floor/Showroom, Checkout, Breakrooms, Dressing Rooms, Offices, Storage Rooms.

Doctor's Offices: Entryways\*, Lobbies, Waiting Rooms, Hallways, Nurses Stations, Offices, Breakrooms, Storage Rooms.

Entryways\*, Lobbies, Hallways, Guest Rooms,

Hotels: Conference/Meeting Rooms, Kitchenettes, Lounges, Offices.

**Business Offices:** Entryways\*, Lobbies, Hallways, Offices, Conference/

Meeting Rooms, Breakrooms.

Entryways\*, Lobbies, Hallways, Offices. Restaurants:

Educational: Entryways\*, Lobbies, Hallways, Offices, Classrooms, Storage Rooms, Residence Halls, Common Areas.

Multi-family Housing: Entryways\*, Lobbies, Common Areas, Hallways, Offices,

Storage Rooms, Individual Housing Units.

\*Walk off mats are required at all entryways

All areas must be assessed prior to installation of flooring to determine if other surface measures need to be taken or conditions addressed, including, but not limited to requirements for static control, state health and building codes, slip resistance, high impact traffic and moisture/water exposure. Other than the specific warranty identified above. Lucida Surfaces® provides no additional warranties and Lucida Surfaces® does not warrant that any of the uses identified above are in compliance with any applicable building, health, inspection, and/or other municipal regulation or codes. Lucida Surfaces® is not responsible for usage that is not in compliance with any regulation or code. Proper assessment of location and usage must be applied. Contact your Lucida Surfaces® representative for questions on performance in specific locations.

The Lucida Surfaces® Limited 25-Year Residential Warranty and Limited 10-Year Light Commercial Warranty are made subject to the following conditions:

- 1. The planks must be installed properly in accordance with Lucida Surfaces® installation instructions. The instructions should be obtained through a retailer or at www.LiveOnLucida.com. Proper installation includes, but is not limited to, the following:
  - a. A moisture test must be performed to determine if excessive moisture exists in the
  - b. When installing over concrete, a calcium chloride moisture test must be performed. Readings greater than 5 lbs/1,000 sq. ft./24 hours are unacceptable for installation. If a moisture meter is used, a reading greater than 4.5% is unacceptable.
  - c. A polyethylene film vapor barrier must not be used over wood subfloors. Moisture readings of wood subfloors must not exceed 14% throughout the entire installation.
  - d. Foam underlayment must meet or exceed 2.0 lb polyethylene foam (1.9-2 lb density), CFC Free, 1.8mm to 2.1mm thickness.
  - e. When installing Lucida Surfaces® in special situation areas such as: terrazzo, pier and

- beam, radiant heating and to also learn how to properly acclimate your floor, please contact our consumer help line at USA - 1.845.877.7008 or Canada - 1.514.587.9926 or visit www.LiveOnLucida.com to obtain important additional information.
- 2. The flooring must be used only indoors in a dry, climate-controlled area.
- 3. The flooring must be maintained in accordance with Lucida Surfaces® care and
- 4. Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting. Damage resulting from the use of a jet mop, spray mop, or similar wet mop with the flooring is not covered by this limited warranty.
- Surface wear must be readily visible (i.e. approximately 1 square inch). Gloss or sheen reduction is not surface wear and is not covered by these limited warranties
- These limited warranties do not apply to water damage, including but not limited to water damage caused by flooding, standing water (water that remains on planks longer than 30 minutes), leaking pipes, mechanical failures, appliance leaks or pet urine.
- 7. These limited warranties do not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure (water or moisture under the planks that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.
- 8. In order to retain the timberCore \* 100% water resistant feature, cut planks must be resealed with silicone sealant.
- 9. These limited warranties do not apply to flooring installed on a concrete subfloor unless a non-recycled (100% virgin resin) 6-mil polyethylene film vapor barrier with a density of 0.92 lbs/cubic foot and a thickness tolerance of +/- 10% is installed over the concrete subfloor that emits a water vapor no greater than 5 lbs. per 1,000 sq. ft. within 24 hrs.
- 10. These limited warranties do not apply to moldings.
- 11. Installation of flooring that contains any manufacturing defect is not covered by these limited warranties.

#### How to Make Claims:

Any claim under any of the limited warranties above must be made by contacting your retailer within 30 days after the basis for the claim is detected. In addition, any claim under any of the limited warranties above must be made before the end of the applicable limited warranty period. Proof of purchase, including the date of purchase, must be presented to

# Lucida Surfaces®' Responsibility:

If Lucida Surfaces® accepts a claim under any of the limited warranties above, Lucida Surfaces® will repair or replace, at its option, the affected Lucida Surfaces® flooring material only. If Lucida Surfaces® in its sole discretion determines that such repair or replacement is not reasonably achievable, Lucida Surfaces® may choose to refund the purchase price of the affected Lucida Surfaces® flooring material. If the design for which a claim is made is no longer available, Lucida Surfaces® will replace the affected planks materials with another Lucida Surfaces® design of equal or greater value at Lucida Surfaces®' discretion. Upon approval of the warranty claim, Lucida Surfaces® will provide you with instructions on the manner in which to proceed in order to have your flooring repaired or replaced, and you must comply with such instructions within ninety (90) days after the claim is approved or your rights under the limited warranty will be deemed waived. The above remedies are the sole and exclusive remedies for claims on this product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.

### Disclaimers:

LUCIDA SURFACES® DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THIS PRODUCT.

Lucida Surfaces® disclaims liability for incidental and consequential damages. 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.

These limited warranties are not transferable. They extend only to the original endconsumer.

Samples, descriptions, and other information concerning the product contained in Lucida Surfaces® catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon Lucida Surfaces®. No sales representatives or distributors shall have any authority whatsoever to establish, expand or otherwise modify Lucida Surfaces® warranties.

The provisions of these limited warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of Lucida Surfaces®.

