



Limited Warranty

ABM LUXURY PLANK

This document is intended to provide product warranty information for ABM Luxury Vinyl Plank from Stanley Stephens Co.

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1. WARRANTY TERMS

All warranties, whether expressed or implied, are contingent on the following requirements:

1.1 ALL TECHNICAL DATA MUST BE REVIEWED

Products must be installed in accordance with Manufacturer’s published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products (“Technical Data”) available at the time of installation. This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

1.2 NOTICE OF DEFECT PRIOR TO INSTALLATION

Stanley Stephens Co. requests notification of any defect prior to installation. If this occurs, Stanley Stephens Co. will replace the material at no charge to the Installer or End User. Failure to notify prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

1.3 NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Stanley Stephens Co. Stanley Stephens Co. must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Stanley Stephens Co. determines the product to be defective, Stanley Stephens Co. will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described section relevant to the limited manufacturers’ and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

2. ABM PRODUCT WARRANTY

ABM carries a Limited Warranty including wear (wear is defined as through the decorative layer or visible sampled surface of the material), conformity to written specifications and to be free from manufacturing defects, subject to the terms and conditions of this document. Warranties are not transferable.

Product Warranty period begins at the **Date of Substantial Completion** of the project as long as installation occurs within a reasonable timeframe of original purchase of the material for the project. This would also include any “attic stock” or additional material at distribution for said project.

ABM 2.5mm Vinyl Plank has a Fifteen (15) Year Limited Commercial Warranty and a Twenty (20) Year Limited Residential/Multi-Family Warranty



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We reserve the right to prorate replacement material and/or labor based on the length of the product warranty. Proration occurs at the following intervals of the warranty. During the first 25% of the warranty we will provide 100% replacement costs, 26%-50% of the warranty we will provide material and 50% of the replacement labor costs, 51%-100% of the warranty we will provide material costs only.

3. WARRANTY EXCLUSIONS

The above warranties do not apply or cover any of the following:

- 3.1 Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff
- 3.2 Normal Product shade, color or dimensional variations that are within normal tolerances
- 3.3 Products installed with visible and obvious manufacturing defects
- 3.4 Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools
- 3.5 Products installed outside of product limitations found in Technical Data
- 3.6 Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery
- 3.7 Discoloration or damage caused by subfloor or adhesive pH levels
- 3.8 Discoloration, fading or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight
- 3.9 Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product
- 3.10 Products that have been installed with a non-approved adhesive that is not compatible adhesive or an adhesive creating concern approval is given in written form
- 3.11 Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions
- 3.12 Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues
- 3.13 Products that have been damaged by negligence or accident, such as tears, burns or cuts
- 3.14 Products that have been damaged by sharp, pointed objects, such as high heels, spikes or skates
- 3.15 Products that have been damaged by incompatible materials, such as acids, alkalis and solvents
- 3.16 Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons
- 3.17 Products installed outdoors as products are designed to perform within indoor applications only.



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3.18 Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions

3.19 Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document)

3.20 Products that have been subjected to conditions of use or maintenance not in strict conformity with the Technical Data (Installation Instructions and Technical Data and Care and Maintenance) as documented

3.21 Any products that have been sold or resold as “seconds”, “mill-run”, “non-conforming”, “as is” or otherwise denoted as non-standard quality

3.22 Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business

4. NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within **fifteen (15) working days** of discovery of the defect by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:
Stanley Stephens Co., Inc.
2565 Pearl Buck Rd, Bristol, PA 19007
P: (800) 523-5200

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Stanley Stephens Co, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

5. ADDITIONAL LIMITATIONS

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.



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THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, IS IN LIEU OF ALL OTHER REMEDIES.

PURCHASER MUST BRING ANY LEGAL ACTION FOR BREACH OF WARRANTY WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED OR PERIOD PRESCRIBED BY THE APPLICABLE STATUES OF LIMITATION OR REPOSE, WHICHEVER COMES FIRST.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES. THOUGH THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, THE PURCHASER MAY ALSO HAVE ADDITIONAL LEGAL RIGHTS AFFORDED THEM BY THE APPROPRIATE STATE. EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY VARY BY STATE. FOR FURTHER INFORMATION, CONSULT THE APPROPRIATE STATE CONSUMER AFFAIRS OFFICE OR THE STATE ATTORNEY GENERAL'S OFFICE.