

# All Covering Evolutions (ACE) Warranty

## Midtown

**25 Year Residential Warranty**  
**10 Year Limited Light Commercial Warranty**

Effective Date: 4/01/2024

*ACE warrants the product will not wear through the finish due to normal foot traffic and that it will retain its structural integrity for the applicable warranty period when installed, cared, and maintained according to instructions. It is the responsibility of the installer/end user to confirm the received material is free of any obvious visible defects. The limited warranty is not transferrable.*

*The decorative layer of vinyl floor is resistant to color changes but not immune to change. Exposure to light will affect the appearance of the floor. ACE does not warrant against appearance changes in the planks.*

### Definitions:

**“Residential use”** means that the original purchaser owns and resides in the home where the product was installed. If there is a question as to the type of use that is considered “residential,” please contact your customer service representative prior to purchase and installation. PLEASE NOTE Residential warranty excludes coverage for ball bearing caster wheels and rolling loads due to the unusual characteristics of this type of wheel traffic. A double wheel caster is included under normal traffic.

**“Light Commercial use”** means conditions and foot traffic which moderately impact the flooring. The following areas are approved for on or above grade installation of ACE resilient products: Condominiums, doctor/dental offices, lounge (excluding service area), office conference rooms, professional offices, retail sales floors.

**“Wear through”** is defined as complete loss of the wear layer. Gloss reduction is not considered wear and is not covered by this warranty

**“Waterproof”** applies to the product itself and does not extend to damage of the subfloor or adhesives; and refers to topical moisture or topical water exposure. It does not cover moisture or water coming from below/underneath the product, and does not cover flooding or intentional damage or misuse.

### **This warranty is subject to the following conditions:**

- ACE warrants the only first quality products
- The warranty period, when valid, begins on the date of the original installation.
- The flooring must be installed properly in accordance with the manufacturer’s installation instructions and for its intended purpose as flooring. This product must be installed over approved substrates and underlayments and use the recommended adhesives
- Installation requirements include, but not limited to, subfloor moisture content limits, flatness,

soundness, stability, and proper environmental acclimation to acceptable living conditions.

- The flooring must be maintained in accordance with the ACE care and maintenance instructions.
- ACE products are warranted to be used in 3 Season Room installations. For this application, the flooring, adhesive (if applicable) and the environment it is installed in must maintain a temperature range between 60° and 107° Fahrenheit (15° and 42° Celsius) before, during and after installation. 3 Season Rooms must be enclosed with no exposure to the elements or direct sunlight. If the 3 Season Room does not meet these requirements, it will void the warranty.
- This limited warranty applies only to defects which were not visible before or during installation of the flooring. It is the responsibility of the installer/end user to confirm the received material is free of any obvious visible conditions that may be detrimental to the appearance and/or performance of the product.
- Minor color, shade and/or texture variations are normal. ACE does not warrant against variations between samples, photos or models, replacement material and the installed flooring. Any variances between actual material, product samples and/or brochures should be addressed with your retailer prior to installation. If the retailer determines the condition “unacceptable,” the manufacturer should be informed immediately.
- If a manufacturing-related defect should arise after installation and within the specified limited warranty period, ACE will replace or repair a floor – our option – one time with a comparable product. ACE will also honor reasonable labor costs for the repair or replacement, if the material was professionally installed. If the replacement or repair fails in the same manner a second time, we conclude the site conditions may not be acceptable for the installation of the flooring.
- ACE reserves the right to inspect any claims and have samples removed for analysis. We must be given a reasonable opportunity to inspect the floor prior which should be no less than thirty (30) days after the problem is reported.

**What is NOT Covered by this Warranty:**

- Product sold by the manufacturer as other than “first quality.”
- Improper Installation: Material installed not in accordance with ACE Residential Installation Guide Click/Residential Installation Guide – Glue Down, including any and all problems caused by the use of non-recommended adhesive, underlayment and/or preparation of the substrate are not warranted. Installing four tile/plank corners together is not recommended for click products and therefore will not be warranted. Installation errors are not manufacturing related conditions. ACE does not warrant installer workmanship.
- ACE will not pay for labor costs to repair or replace material with visible conditions that were apparent before installation.
- This warranty does not cover noise related issues including, but not limited to, squeaks, popping, etc.
- Damages resulting from improper or inadequate maintenance
- Product deformity that is not measurable or that is only visible under certain light or from a certain angle is not considered a defect. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives; including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.

- Damage caused by moving appliances or heavy furniture without protecting the floor. (Always protect floor by using plywood or hard board runways when moving heavy objects and also when using an appliance dolly, heavy objects equipped with wheels or rollers, including two and four-wheel carts etc.)
- Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by: casters on furniture, rotating beater bars on vacuum cleaners, burns, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, etc., as well as, damage resulting from unprotected furniture legs.
- Damage caused by rolling loads or wheel chairs (motorized and non-motorized).
- Damage caused by flooding, prolonged stay of standing water, appliances, or plumbing leaks.
- Fading, discoloration, or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 85 ° F (29°C) and be approved by the manufacturer for the use of their product with resilient vinyl flooring applications.
- Problems or damage due to excessive moisture or hydrostatic pressure from the sub-floor including pH levels outside the ACE Click or Glue Down Installation Guidelines.
- Discoloration caused by use of latex or rubber-backed floor mats. Note that some synthetic backed carpets contain latex in the manufacturing process that may discolor your vinyl. Always use mats marked as “non-staining.”
- Discoloration caused by rubber pads, rubber wheels, rubber tires, rubber rollers, automotive tires, etc.
- Damage caused by remodel or construction related activities.
- Flooring installed on stairs is excluded from warranty coverage.
- Installation of residential product in a commercial environment. ACE recommends installation of commercially warranted product only in a commercial setting.
- This warranty does not include damage due to improper installation or maintenance, alkalis in the subfloor or conditions arising from hydrostatic pressure, burns, tears, indentations, stains, or reduction in gloss due to normal use and or exterior applications.

**Consequential or Incidental Damages:**

ACE EXCLUDES AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THESE WARRANTIES. By this we mean that ACE will not credit or pay for any loss, expense, or damage other than to the flooring itself that may result from a manufacturing related defects in the flooring. Some examples of consequential or incidental damages are: replacement of subfloors or underlayments, trim moldings, hotel fees, disconnecting / reconnecting appliances or fixtures as well as moving of furniture. Some states do not allow the exclusion of or limitations if incidental or consequential damages so that above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may have other legal rights, which vary from state to state. This warranty is in lieu of any other warranties expressed or implied. This warranty service is available only by notice to ACE through the dealer/distributor from whom the purchase was made.

NOTE: If your floor is replaced because of discoloration due to “bottom up staining” or mold or mildew growth or asphalt/nonasphalt staining, this is considered a site-related condition and the replacement floor will not be warranted against future discoloration or staining.