



## NOVUS 9 WARRANTY

800-391-9668  
www.novusfloors.com

Novus conditionally warrants that Novus 9 products, manufactured by Novus 9 and branded Novus 9, will be free from defects caused by (i) the raw materials used in production of Novus 9 products and (ii) manufacturing workmanship during the manufacturing of Novus 9 products for the following specified periods after purchase. Additional warrants are as follows:

Products:	Foundations Wall Base, FrameWorks, & Accessories	10 Years	1, 2
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<sup>1</sup> Free from manufacturing defects related to manufacturing workmanship and materials.

<sup>2</sup> If installed per Novus 9's installation instructions, Novus 9 warrants that the FrameWorks LVT toe will not chip due to chair leg impact for a period of 5 years.

The warranties herein are exclusive and are in lieu of any other warranty, expressed or implied, including but not limited to: any implied warranty of merchantability, fitness for a particular purpose, or patent or other intellectual property right infringement. The warranties herein do not cover: workmanship of installation, dissatisfaction, problems or damage due to installation and/or maintenance other than as most recently recommended by Novus, reduction in gloss from use, shading, checker boarding, gloss variation, or high edges resulting from improper installation or inadequate initial and on-going maintenance, damage due to accidents, gouges, scuffs, scratches or indentations, dissatisfaction, problems or damage due to irregularities caused by sub floor, including but not limited to moisture, alkali, or hydrostatic pressure.

### What to do if a defect is suspected.

Any suspected product defects should be reported to Novus immediately upon detection via telephone or e-mail. Installation should absolutely not commence if a suspected defect is detected prior to installation. Furthermore, installation should be immediately halted if a defect is suspected during installation. Novus 9 warranty assumes reasonableness and, as such, commencement of installation or continued installation after a defect is detected or suspected will void the Novus 9 warranty for such installed materials.

### Making a Warranty Claim

Without exception, all claims must be made in writing and sent to: Novus, [projects@novus9.com](mailto:projects@novus9.com) to include (i) representative samples of the products and package label information that are claimed to be defective and (ii) a written explanation of such. Photographs alone are not sufficient to make a warranty claim. Shipping costs are at the sender's expense until a warranty claim is accepted in writing by Novus at which time Novus will credit the cost of shipping. In no circumstance should Novus 9 products ever be returned to Novus without prior written approval from Novus.

### Limitation of Remedies and Damages

Novus 9's liability and buyer's exclusive remedy here under will be limited solely to repair or material replacement exclusively at Novus 9's option. Novus will not be liable under any circumstance for consequential or incidental damages. Furthermore Novus will not be liable under any circumstance for any direct or indirect labor or other costs associated with remediation, inspection, maintenance, removal, disposal, shipping, re-installation, travel, board or lost profits resulting from any Novus 9 defect or warranty claim that results in a loss of use, profit or similar. Novus is not obligated to warrant any products supplied under private label or as an OEM part. Failure to use the recommended adhesive in a manner specified by Novus in Novus's written instructions voids the Novus 9 warranty. Any products, not manufactured by Novus 9 will only be warranted if such products are deemed defective and warranted by originating manufacturer. No person, including any representative, employee or agent of Novus is authorized to assume on behalf of Novus, any liability or responsibility in addition to or different from that described above. Any and all representations, promises, warranties, or statements that are in addition to or different from the terms set out above are of no force or effect.