

# Indestructible 415, Marvelous 425, Patina 419, Sacramento 413 & 414 LVT

Limited Warranty Package



## 30-Year Commercial Wear Limited Warranty Lifetime Residential Wear Limited Warranty Lifetime Waterproof Limited Warranty

Subject to the exclusions and limitations set out below, Next Floor® warrants that during the stipulated warranty period this product:

- will not wear through, where “wear through” means the complete loss of wear layer so that the printed pattern changes over a minimum of 3% of the total installation, and
- will be free from material manufacturing defects.

Subject to the exclusions and limitations set out below, the following remedies are available to you if the floor fails to perform according to this Limited Warranty:

- During the first year, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) furnish material of equal value and quality without charge for the affected area. Reasonable installation labor, not to exceed two dollars (\$2.00) per square foot of product, is covered by this Limited Warranty during the first year following installation if the flooring was professionally installed by a flooring contractor. There is no labor cost reimbursement for owner or D.I.Y. installation.
- After the first year following installation, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) provide a credit note for material only (no labor costs will be covered by this Limited Warranty after the first year) based on the following schedule:
  - During the second year: 90% credit
  - During the third year: 80% credit
  - During the fourth year: 70% credit
  - During the fifth year: 60% credit
  - During the sixth year: 50% credit
  - During the seventh year: 40% credit
  - During the eighth year: 30% credit
  - During the ninth year: 20% credit
  - After the ninth year: 10% credit

### EXCLUSIONS

**NEXT FLOOR® DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY INCLUDE REPAIR OR REPLACEMENT OF THE AFFECTED AREA, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE PURCHASER. NEXT FLOOR® WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT**

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**INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXT FLOOR® IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. NEXT FLOOR®'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser.**

### Conditions and Limitations

- The product must be properly installed according to Next Floor® installation instructions, or this Limited Warranty is void. Defective installation is not covered by this Limited Warranty. This includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. Visit [www.nextfloor.net](http://www.nextfloor.net) to view full installation instructions for this product.
- This Limited Warranty excludes (i) damages covered the property owners or tenants' insurance; and (ii) damages that would customarily be covered by a property owners or tenant insurance policy, regardless of whether such policy is in place.
- This Limited Warranty excludes damages caused by flooding or standing water from leaky pipes, faucets, or appliances.
- This Limited Warranty excludes damage caused by flooding, standing water from hydrostatic pressure or any other casualty events involving water coming into contact with your floor.
- Excessive subfloor cracking and movement can cause the floor to crack. This Limited Warranty excludes damage from an unstable or deteriorating subfloor.
- This Limited Warranty applies only to material sold as first quality.
- This Limited Warranty does not cover loss of gloss or dulling of the surface.
- Scuffs, scratches and gouges are not covered by this Limited Warranty.
- Damage from inappropriate or inadequate maintenance is not covered by this Limited Warranty. This includes but is not limited to damage from vacuum cleaners and steam mops. Steam mops cannot be used on Next Floor® LVT products, and any such use voids this Limited Warranty.
- Damage from abuse such as furniture moving, the use of caster chairs without proper floor mats/protectors, or repeated rolling loads is not covered by this Limited Warranty.
- Discoloration from heat, light, mold or alkali are not covered by this Limited Warranty.
- Problems resulting from excessive moisture in the subfloor are not covered by this Limited Warranty.
- This Limited Warranty does not cover mouldings and trims.
- This Limited Warranty does not cover the cost of moving furniture, appliances or computers, or any other site preparation required for the replacement.
- A difference in color of the floor compared to the sample or photograph are not covered by this Limited Warranty. Subtle differences in texture compared to the sample are not covered by this Limited Warranty. Production lots will vary and these differences are not considered manufacturing defects.
- The Limited Warranty applies only to the initial owner and is non-transferable and provides a maximum of one replacement floor.



# **Indestructible 415, Marvelous 425, Patina 419, Sacramento 413 & 414 LVT**

## **Limited Warranty Package**

- This Limited Warranty is non-transferable and is extended only to the original end-use purchaser either directly, or by and through a Next Floor® authorized retailer or distributor.
- This Limited Warranty provides a maximum of one replacement floor.

### How to File a Claim

If you think that there is a defect in your LVT flooring that is covered by this Limited Warranty, you must notify the retailer (or distributor) who sold you the flooring. Your retailer (or distributor) will be able to file a claim on your behalf. Proof of purchase, including the Next Floor® invoice number for the material involved, the date of purchase and the date of installation must be presented to file a claim.

For all claims made in the United States of America, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia and may be brought only in such court.

For all claims made in Canada, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the Province of Ontario without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Kitchener Ontario and may be brought only in such court.