

Next Floor® Lifetime No Cupping Limited Warranty

Subject to the exclusions and limitations set out below, Next Floor® warrants that this product will not cup or curl when installed properly as per Next Floor® installation guidelines. Proper installation includes, but is not limited to:

- A minimum 6 mil polyethylene moisture barrier must be installed over all concrete subfloors of all grades.
- Wood subfloors must be suspended at least 18" above the ground and the ground surface of crawl spaces must be covered with minimum 6 mil polyethylene moisture barrier.
- A minimum of 1/4" expansion space must be left around the entire perimeter and around all vertical obstructions, such as but not limited to cabinetry, pillars, fireplaces, door jambs and thresholds, bathroom and powder room fixtures, transitions to other floorings. The expansion space cannot be filled with caulk or any other kind of sealant. **Note:** Larger installations (spans greater than 50 feet in length) require more expansion space.
- The flooring cannot be installed underneath kitchen cabinets, islands or any other kind of permanent fixtures.
- Transition moldings and baseboards cannot be installed tight to the flooring. A standard thickness business card must be able to easily slide between the molding / baseboards and the flooring.
- Do not nail, screw, bolt or glue any object to or through the flooring. It is critical that the finished floor not be pinched or restricted in any way as even just a few seemingly minor restrictions can negatively affect a large area of an installation.
- The subfloor must be flat and level to within 3/16" in a 10-foot radius (1/8" in a 6-foot radius). Any low spots must be filled and leveled, and any high spots must be ground or sanded flat and level.
- See full installation instructions inserted inside all cartons of product and available at www.nextfloor.net.

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 following installation, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) replace without charge the affected area with another floor of equal value and quality. If the floor was professionally installed by a flooring contractor, Next Floor® will also pay reasonable replacement labor costs, not to exceed two dollars (\$2.00) per square foot of product. There is no labor cost reimbursement for owner or D.I.Y. installation.
- During the second 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 90% of the original purchase price for materials and 50% of reasonable replacements labor costs, not to exceed two dollars (\$2.00) per square foot of product, if the floor was professionally installed by a flooring contractor. There is no labor cost reimbursement for owner or D.I.Y. installation.
- After the second 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 second year) based on the following schedule:
 - 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 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. See above and visit www.nextfloor.net to view the full product installation instructions.
- This Limited Warranty applies to residential and moderate commercial installations only. Moderate commercial is defined as moderate traffic commercial areas such as business offices, boutique shops, home offices, residential rental units and properties, etc. Heavy traffic areas, entry foyers, corridors, ramps, food preparation and service areas, areas with heavy commercial fixtures, or any areas where there are heavy or repeated rolling loads are not covered by this Limited Warranty.
- 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 household 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.
- Problems resulting from excessive moisture in the subfloor are not covered by this Limited Warranty.
- This Limited Warranty applies only to material sold as first quality.
- Damage from steam mops or commercial cleaning equipment is not covered by this Limited Warranty. Steam mops and commercial cleaning equipment cannot be used on Next Floor® floating floor products and any such use voids this Limited Warranty.
- Damage from the use of caster chairs without proper floor mats/protectors is not covered by this Limited Warranty.
- This Limited Warranty does not cover the cost of removing and replacing mouldings and trims, the cost of moving furniture, appliances or computers, or the cost of any other site preparation required for the replacement.
- 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 Next Floor® 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.