

## ScratchMaster® Lifetime Residential Wear and Waterproof Limited Warranty

Applies to the following ScratchMaster® products (546 xxx, 547 xxx, 562 xxx, 564 xxx, 587 xxx)

Subject to the exclusions and limitations set out below, Next Floor® warrants that 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.
- will not be damaged by normal and reasonable levels of residential household moisture on the surface of the floor (this Limited Warranty applies only to ScratchMaster® product; no representation is made about the effect of excessive or prolonged moisture on subfloors).
- will be free from manufacturing defects.

## ScratchMaster® 10 Year Residential Scratch Resistance Limited Warranty

Applies to the following ScratchMaster® products (546 xxx, 547 xxx, 562 xxx, 564 xxx, 587 xxx)

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

- Is highly scratch resistant, defined as a test result of 10N or better when tested according to ASTM D7027 (Hoffman) Evaluation of Scratch Resistance using a Scratch Machine. If your ScratchMaster® floor tests below this level, Next Floor® will replace your floor subject to the remedies, conditions and limitations listed below.

## ScratchMaster® 10 Year Residential Pet Scratch Limited Warranty

Applies to the following ScratchMaster® products (546 xxx, 547 xxx, 562 xxx, 564 xxx, 587 xxx)

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

- That dogs or cats will not cause deep scratches in this floor, defined as scratches that go through the clear wear layer to the design layer. Fine scratches limited to the clear protective layer of the floor are considered normal wear and tear. If dogs or cats cause deep scratches that go through the clear wear layer to the design layer, Next Floor® will replace the affected area of your ScratchMaster® floor subject to the remedies, conditions and limitations listed below (maximum one replacement).

## ScratchMaster® 10 Year Residential Stain Resistance Limited Warranty

Applies to the following ScratchMaster® products (546 xxx, 547 xxx, 562 xxx, 564 xxx, 587 xxx)

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

- Will resist permanent stains from products typically found in homes, including most permanent markers, provided that the floor is properly installed and maintained in accordance with Next Floor® recommendations (visit [www.nextfloor.net](http://www.nextfloor.net) for complete Installation Instructions and Care and Maintenance Recommendations). A stain is defined as an irreversible localized color change rated less than 3.0 on the AATCC Grey Scale of Evaluating Staining (1.0 = more change; 5.0 = less change).

- This Limited Warranty excludes willful damage including burns, as well as any damage or discoloration caused by harsh substances (i.e drain cleaner, bleach, battery acid etc.) that may degrade or destroy the flooring.
- Discolorations caused by asphalt type products or from inappropriate rubber mats are excluded from this Limited Warranty coverage.
- This Limited Warranty is not a cleaning contract. The consumer must perform proper cleaning and maintenance regularly and as needed. In order to make a claim under this Limited Warranty, the owner must have attempted to remove the stain within three (3) working days after occurrence of the spill.
- This Limited Warranty applies to owner occupied residential units / properties only. Residential rental units / properties are covered by the Commercial Wear Limited Warranty below.

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

- 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 eight 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

- These Limited Warranties apply to owner occupied residential units / properties only. Residential rental units / properties are covered by the Moderate Commercial Wear Limited Warranty below.
- The product must be properly installed according to Next Floor® installation instructions, or these Limited Warranties are void. Defective installation is not covered by these Limited Warranties. Proper installation includes but is not limited to proper expansion space around the entire perimeter and all vertical obstructions, a smooth, solid, dry, flat and level subfloor, the installation of a polyethylene moisture barrier over on or below grade concrete subfloors and the ground surface of crawl spaces, and no cabinets or other permanent fixtures installed on top of the flooring. All sources of subfloor moisture must be remedied prior to installation. Visit [www.nextfloor.net](http://www.nextfloor.net) to view full installation instructions for these products.
- ScratchMaster® is not to be installed in areas that experience temperature extremes greater than 150°F(65°C) or beyond -40°F (-40°C).
- These Limited Warranties exclude (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.
- These Limited Warranties excludes damages caused by flooding or standing water from leaky pipes, faucets, or household appliances.
- This Limited Warranty exclude damage caused by flooding, standing water from hydrostatic pressure or any other casualty events involving water coming into contact with your floor.
- These Limited Warranties exclude damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.
- Excessive subfloor cracking and movement can cause the floor to crack. Next Floor® cannot be responsible for damage from an unstable or deteriorating subfloor.
- These Limited Warranties apply only to material sold as first quality.
- These Limited Warranties do not cover loss of gloss or dulling of the surface.
- Chips and Gouges are not covered by these Limited Warranties.
- Damage from inappropriate maintenance is not covered by these Limited Warranties. This includes but is not limited to damage from vacuum cleaners and steam mops. Steam mops cannot be used on ScratchMaster® products and any such use voids these Limited Warranties.
- Damage and/or joint failure from abuse such as furniture moving, the use of caster chairs without proper floor mats/protectors, or repeated rolling loads are not covered by these Limited Warranties.
- Discoloration from heat, light, mold or alkali are not covered by these Limited Warranties.
- Problems resulting from excessive moisture in the subfloor are not covered by these Limited Warranties.
- This Limited Warranty does not cover products installed with visible defects that could be seen prior to installation.
- These Limited Warranties do 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.
- A difference in color of the floor compared to the sample or photograph are not covered by these Limited Warranties. Subtle differences in texture compared to the sample are not covered by these Limited Warranties. Production lots will vary, and these differences are not considered manufacturing defects.
- These Limited Warranties are non-transferable and are extended only to the original end-use purchaser either directly, or by and through a Next Floor® authorized retailer or distributor.
- These Limited Warranties provide a maximum of one replacement floor.
- These Limited Warranties cover only normal household conditions commonly associated with daily household use.

- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear is not covered by these Limited Warranties.
- Squeaking, popping, or crackling noises are not covered by these Limited Warranties. These issues when they occur are a result of one or more of the following issues: subfloor issues, improper installation, an obstruction somewhere in the installation that is preventing the floor from floating as intended.

#### How to File a Claim

If you think that there is a defect in your ScratchMaster® flooring that is covered by these Limited Warranties, 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. Claims filed against the Scratch Resistance Limited Warranty must also include and a minimum 8" x 7" uninstalled sample of your flooring for testing in accordance with ASTM D7027.

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.

## ScratchMaster® 30 Year Moderate Commercial Limited Warranty

Applies to the following ScratchMaster® products (546 xxx, 547 xxx, 562 xxx, 564 xxx, 587 xxx)

Subject to the exclusions and limitations set out below, Next Floor® warrants that 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.
- will be free from manufacturing defects.

**Note:** 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.

The following remedies are available to you if the floor fails to perform according to the warranty:

- During the first year following installation, Next Floor® will at its option (i) repair the floor to conform to the 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.
- After the first year, Next Floor® will at its option (i) repair the floor to conform to the warranty or (ii) provide a credit note for material only (no labor) 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 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. Defective installation is not covered by the warranty. Proper installation includes but is not limited to proper expansion space around the entire perimeter and all vertical obstructions, a smooth, solid, dry, flat and level subfloor, the installation of a polyethylene moisture barrier over on or below grade concrete subfloors and the ground surface of crawl spaces, and no cabinets or other permanent fixtures installed on top of the flooring. All sources of subfloor moisture must be remedied prior to installation. Visit [www.nextfloor.net](http://www.nextfloor.net) to view full installation instructions for this product.
- ScratchMaster® is not to be installed in areas that experience temperature extremes greater than 150°F(65°C) or beyond -40°F (-40°C).
- This Limited Warranty excludes (i) damages covered the property owners or tenants' insurance; and (ii) damages that would customarily be covered by a homeowner 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.
- This Limited Warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.
- Excessive subfloor cracking and movement can cause the floor to crack. Next Floor® cannot be responsible for 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.
- Chips and gouges are not covered by this Limited Warranty.
- Damage from inappropriate maintenance is not covered by this Limited Warranty. This includes but is not limited to damage from vacuum cleaners, steam mops and commercial cleaning equipment. Steam mops and commercial cleaning equipment cannot be used on ScratchMaster® products, and any such use voids this Limited Warranty.
- Damage and/or joint failure 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.
- Next Floor® will not pay labor to replace material installed with visible defects that could be seen prior to installation.
- 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.
- A difference in color of the floor compared to the sample or photograph are not covered by this 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.
- The Limited Warranty provides a maximum of one replacement floor.
- This Limited Warranty covers only normal moderate commercial conditions commonly associated with daily moderate commercial use.
- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear is not covered by this warranty.

- Squeaking, popping, or crackling noises are not covered by this Limited Warranty. These issues when they occur are a result of one or more of the following issues: subfloor issues, improper installation, an obstruction somewhere in the installation that is preventing the floor from floating as intended.

#### How to File a Claim

If you think that there is a defect in your ScratchMaster® flooring that is covered by this 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.