



Smart Option Limited Lifetime Warranty

We know that you are going to fall in love with your New Floors and that is why New Floors USA LLC has a customized Warranty to stand behind the work we perform and the products we sell.

Benefits of Warranty.

Lifetime Labor: Contractor agrees to perform all work in a professional manner using quality materials and supplies and in conformance with applicable installation standards. Contractor guarantees to the Original Purchaser(s) that all new installation work will be free of defects due to subpar workmanship for as long as the original purchaser resides in the residence for their own personal use, where the products have been installed, and has not been, deeded, transferred, gifted, rented, leased, sold or otherwise. This warranty is Non-Transferable.

Rest Assured 6 Plank Damage Exchange: New Floors USA LLC will install up to 6 new planks, 1 time, in 1 room, for any reason! If you scratch, dent, or damage your floors for any reason, we will come out and exchange the damaged ones for up to 6 new ones. We cannot guarantee future product availability, nor a perfect color match due to the fact that there are color variations due to different dye lots and manufactures. We will match your old planks with current in stock inventory as closely as possible at New Floors USA discretion in color selection. Any claim made under the Rest Assured 6 Plank Damage Exchange, will be charged a \$229.00 trip charge at the time the claim is made. **Exchange Disclaimer:** When removing planks, you may have surrounding planks removed as necessary due to the installation necessity / exchange. If this occurs, you will be charged the hourly rate noted in the original contract for man hours and the additional material at Industry Markup price.

Limited Lifetime: New Floors USA LLC warrants to the Original Purchaser that the product shall perform in accordance with the manufacturers published specifications and be free from manufacturing defects under normal and approved use and maintenance for the duration of the applicable warranty period from the date of original installation, and that the product is free of material and obvious visual defects.

Water Warranty Disclaimer: WATER WARRANTY (WWD): In addition to Warranty and any and all limitations thereof, repeated, or extended exposure to moisture and/or water accumulation underneath the product can result in health hazards, structural damages and mold and mildew growth. WW does not cover any structural, mold and/or mildew damages. If water gets between the subfloor and the flooring, it may cause moisture, mold or water build up, we cannot be held responsible for this, and it is not a covered warranty issue. This can cause buckling of the product or expansion, be aware of the water source and where it was coming from. We do not cover leaks of any kind that have caused damage. This is not considered a manufacturer or labor defect. WE are not responsible for conditions of

preexisting sub floors or concrete subfloors / foundation. The (WWD) begins on date of installation and will remain in effect for the stated period of the warranty. This warranty only applies to the original purchaser. You should never let water (or any other liquid) pool or collect on your floors or under your floors, no matter what, failure to do so can cause permanent damage and will void your warranty. Always and immediately clean up water quickly from the surface with a shop vacuum, sponge, or towels. Additionally allow floors to dry by using a dehumidifier and fan. Make sure to solve structural problems causing leaks or puddling ASAP. The vinyl planks in itself are waterproof, however, water can still manage to seep through or around the vinyl planks, especially if a flood occurs. If the water is not cleaned immediately after spilling, water may remain in the cracks, crevices, and edges of the floor, causing mold to form underneath. It may be necessary for you to contact a water and or mold remediation specialist, we do not do this for you. This warranty excludes failures normally covered by Homeowners Insurance, including but not limited to, damages caused by flooding or standing water from leaky faucets, pipes, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events. Waterproof Wood Flooring / SPC / LVP Flooring products are not warranted against squeaking, popping or crackling.

Notice of Risk Exclusions: WATERPROOF WOOD FLOORING , warrants that for the stated warranty period from the original date of purchase that its Waterproof Wood SPC Hardwood Floors, will not swell, cup, or crack due to; normal cleaning practices including wet mopping with approved cleaning systems, moisture due to everyday household spills, and moisture from the subfloor when exposed to those conditions. *Approved wet mopping systems: Swiffer Wet Jet Wood maintenance system and Bona Care wet maintenance systems are the only wet mop systems approved for use with Waterproof Wood SPC Flooring Products. Do not use water bucket to clean the floor. All sources of subfloor moisture should be remedied prior to installation. This warranty covers topical moisture as long as the water does not flow over the cut edges, flow between the subfloor and the planks, or into the crevasse of the floor and all. While moisture will not affect Waterproof Wood SPC Floorings integrity, it is possible that with prolonged exposure to moisture in buildings, subfloors, or on building surfaces, mold and/or mildew growth can occur (particularly if the moisture issue remains undiscovered or unaddressed). This warranty excludes any mold and/or mildew growth due to prolonged exposure to moisture and excludes all casualty events involving water coming in contact with your floor. This warranty excludes failures normally covered by Homeowners Insurance, including but not limited to, damages caused by flooding or standing water from leaky faucets, pipes, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

CLAIMS PROCEDURE: (1) In order to obtain service under the applicable warranty, Original Purchaser must notify New Floors USA of the defect by immediately accessing the service tab located on the website at www.newfloorsusa.com. You will select the Request a Service call in the upper right corner, fill out all the required information including pictures The original purchaser must first bring a claim to the attention of New Floors USA immediately (2) Upon receipt of a claim, New Floors USA and its representatives must be granted reasonable access to facilities where the product is used or installed, for inspection and investigation;(3)New Floors USA, upon inspection and/or investigation, will inform the original Purchaser whether or not any claim is covered and/or to what extent under the warranty;(4) If any claim is allowed under the warranty, New Floors USA will notify the reseller of any warranty remedies.

Failure to allow New Floors USA and its representatives immediate access to visually inspect claims will automatically void warranty.

LIMITATIONS ON REMEDIES / Risks & Exclusions: Warranty does not cover normal wear and tear, improper use, and abuse. This includes issues from mishandling the products, physical or chemical abuse, improper care and maintenance, leaks from appliances and plumbing, high heels, pet nails. Normal wear and tear is defined as, deterioration which occurs based upon the use of Intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the Original Purchaser or members of the household, or their invitees or guests. In other words, ordinary wear and tear is the natural and gradual deterioration of the flooring over time, which results from normal use of the property. Even the most responsible can't prevent the aging process of their floors, and New Floors USA will not replace or repair normal wear and tear, damages resulting from that process, are excluded from the warranty. If the Original purchaser, members of the household, or their invitees or guests, knowingly or deliberately mistreats the flooring or components, or uses it for the wrong purposes, the damage the Original Purchaser, members of the household, or their invitees or guests' causes isn't ordinary wear and tear – it's abuse or misuse. Cuts and scratches are considered normal wear and tear. To prevent undesired wear and tear, additional protection should be provided. Any product determined to be defective and covered under this warranty shall be repaired or replaced as deemed necessary by New Floors USA. This warranty will be void if the flooring is removed, repaired, or re-installed by anyone other than an authorized representative of New Floors USA. New Floors USA installed materials are warranted by the manufacturer in accordance with the manufacturer's warranties. Please consult your manufacturer warranties for further coverage. Residential means use in residential and/or dwelling units but excludes any use in common areas of multiple residential and/or dwelling units, in which case, it is considered Commercial Use. Light Commercial means use in non-industrial, non-warehouse, non-common area, and non-heavy foot traffic areas such as use in specialty retail, medical/professional offices, hotel guest rooms, break room and conference rooms. Commercial means use in non-industrial, non-warehouse setting such as use in hospitals, schools, public buildings, restaurants, and retail stores. Light commercial and Commercial are not warranted under this warranty or any other warranty. Manufactured products are subject to variations due to an inherent variability in materials and production processes, different dye lots and suppliers. . **NOTE: THIS FLOOR IS NOT SUITABLE FOR MOTORIZED WHEELCHAIRS, SCOOTERS, HOVER BOARDS, ROLLER SKATES AND THEREFORE IS NOT WARRANTED.**

Care & Maintenance: Initial Maintenance

- * Clean the floor using a micro-fiber mop with microfiber pads. Rinse with clean water and a clean pad.
- * Sweep or vacuum often using soft bristle attachments.
- * Clean up spills and excessive liquids promptly.
- * Damp mop as needed and use cleaners recommended for no-wax vinyl floors.
- * Use proper floor protection devices such as felt protectors under furniture and a mat at entrance ways.
- * Make sure pets have nails clipped regularly.

- * Do not use abrasive cleaners, bleach, or wax to maintain the floor.
- * Do not drag or slide heavy objects across the floor. Lift and place when moving items.
- * The key to successful maintenance of all flooring types is the removal of all dirt and soil. Mopping with a sponge or string mop alone removes very little soil, but rather it dissolves the dirt and spreads it out evenly across the floor creating a dull film.
- * The manufacturer recommends the use of micro-fiber mops and pads for dust mopping and scrubbing. Rinsing with clean water and a clean pad is very important in preventing a dirty film build-up.
- * When moving heavy furniture and appliances such as refrigerators, use strips of plywood or Masonite to roll or slide the furniture on.

Prevention:

- * Rolling wheelchairs such as office chairs must have a chair pad underneath for protection. Chairs should have clean, smooth, non-staining floor protectors. Ensure there are no nicks or burrs on the protectors. Felt protectors must be cleaned regularly to ensure there is no grit build-up.
- * Flooring should not be exposed to direct sunlight for prolonged periods of time. Extended exposure may result in discoloration. The use of window coverings is recommended during peak sunlight exposure.

Routine Maintenance:

- * Vacuum or dust mop to remove all surface soil, sand, and grit.
- * Wipe up spills promptly.
- * Scrub the floor with a neutral pH detergent such as Hilway Direct neutral cleaner or use 2 oz of ammonia per gallon of water.
- * Clean the floor using a micro-fiber mop with microfiber pads.
- * Rinse with clean water and a clean pad.

Claim Handling:

If New Floors USA honors a claim under this limited warranty, it will authorize repair or replacement of the affected area only, along with labor costs as described under the Warranty. New Floors USA will not cover product abuse or product failure due to improper use. Warranty does not cover normal wear and tear. Cuts and scratches are considered normal wear and tear. To prevent undesired wear and tear, particularly in the pivot areas, additional protection should be provided. New Floors USA assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights. New Floors USA reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. New Floors USA may choose to repair, replace, or refinish any defective product at its sole discretion. As the sole remedy provided by this warranty, any attempt to repair, replace, or refinish prior to New Floor USA's optional inspection will

void this warranty. No installer, retailer, agent, or employee of New Floors USA has the authority to increase or alter the obligation or limitation of this warranty. This warranty gives the purchaser specific legal rights, such rights may vary from State to State. New Floors USA LLC, liability to you under this expressed warranty, is limited to the amounts received by New Floors USA for services rendered under the original sales contract with you. In no event shall New Floors USA be obligated or liable for incidental, special, indirect, or consequential damages of any kind for the breach of any express or implied warranty. New Floors USA liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods or at New Floors USA's option, refund of the original purchase price of such defective goods. If product is unavailable or discontinued, New Floors USA reserves the right to select and supply a similar product not to exceed the original material pricing. In no event shall the liability of the "company" New Floors USA LLC, exceed the original contract price. This warranty does not cover all other cost's, incidental, and consequential damage, including loss of use of the property.

Arbitration of Disputes: Per the contract, it is agreed that both parties must settle all disputes through arbitration, outcome to be determined by one arbitrator, confidential, final, and binding. Each party will be responsible for their own fees and costs associated with arbitration. Each party is responsible for their own Attorney's Fees and agrees that neither party will be awarded these fees in Arbitration or otherwise. By entering into this agreement and arbitration provision, you are giving up any right to have a dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. New Floors USA LLC reserves the right to choose a specific right to arbitrator/ arbitration services should a dispute ever arise, to be determined at a later date and mandatory to the specific to be named.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. NEW FLOORS USA'S LIABILITY TO YOU UNDER THESE GUARANTEES IS LIMITED TO THE AMOUNTS RECEIVED BY NEW FLOORS USA LLC FOR SERVICES RENDERED UNDER THE ORIGINAL SALES CONTRACT WITH YOU. IN NO EVENT SHALL NEW FLOORS USA LLC BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

For additional information regarding the product collection, you have selected for your residential installation, please contact New Floors USA, 425-242-7042

