

# NexGen LIMITED LIFETIME WARRANTY

## 15 YEAR LIGHT COMMERCIAL WARRANTY

Your new floor is not a "Waterproof System", it is truly a Waterproof Floor

- ❖ Read our competitors' fine print, they admit that their flooring is not waterproof.
- ❖ NexGen has been tested by a certified lab well known to the flooring industry, Professional Testing Services, in Dalton, Georgia and tested as HEAVY DUTY WATERPROOF.
- ❖ With most of their waterproof "SYSTEMS", you have to either silicone all cut edges, silicone around the floor, avoid contact with bathtubs, avoid contact with sinks, stay out of the kitchen, protect from walls adjoining the outside, etc.,etc.,etc.



### Test Report

Date: 09-28-2022

Test Number: 0290421

<b>TEST METHOD CONDUCTED</b>	NALFA 3.2 Thickness Swell
------------------------------	---------------------------



DESCRIPTION OF TEST SAMPLE	
<b>IDENTIFICATION</b>	Ivan/BF553VN (SW74)
<b>CONSTRUCTION</b>	Wood Plank
<b>REFERENCE</b>	Waterproof Wood Sample

#### GENERAL PRINCIPLE

This test measures the ability of laminate flooring to resist edge thickness increases after being exposed to distilled water. Two 6" x 6" specimens are cut and the thickness is calculated using a compressometer. The two samples are submerged one inch below the water line in 70° F distilled water for 24 hours and then removed and re-measured. The thickness swell is calculated as a percentage of the original thickness.

#### TEST RESULTS

	THICKNESS SWELL	PERCENTAGE SWELL
SPECIMEN 1	+0.008 Inch	+1.6%
SPECIMEN 2	+0.006 Inch	+1.2%

*\* Meets NALFA specified criteria for usage Levels 1, 2, 3 and 4.*

Class 1 RESIDENTIAL	Class 2 LIGHT COMMERCIAL	Class 3 COMMERCIAL	Class 4 HEAVY COMMERCIAL
≤ 18%	≤ 16%	≤ 16%	≤ 12%

## **Waterproof & Petproof Lifetime Residential Warranty**

**NexGen** is guaranteed to last a lifetime against household Water and Pet damage.

- ❖ For a Lifetime, under normal use, **NexGen** will resist moisture damage from household Water and Pets, including vomit, urine, and feces, from all domestic pets.
- ❖ **NexGen** also guarantees for a Lifetime, under normal use, that its planks will not Fade, Split, or lose Joint Integrity.

How is this different from our competition?

- ❖ Can be installed in any climatized room in your home including bath or kitchen
- ❖ Doesn't require you to caulk around the perimeter of your floor to maintain your warranty
- ❖ Allows you adequate time to detect pet accidents without voiding your warranty
- ❖ Allows you time to detect water spills without voiding your warranty
- ❖ Let your children actually play on the floor without voiding your warranty
- ❖ Easy installation with our locking system
- ❖ If damaged, a single plank can be replaced. No need to replace the entire floor.

**Only the best floor in the market makes this Lifetime Guarantee.**

### **General Terms and Conditions for Residential Limited Lifetime Warranties**

**NexGen and accessories carry the specific warranties listed above which are subject to the following general terms and conditions:**

1. This warranty applies only to the person stated as the buyer on the purchase document(s) and is not transferable. This warranty applies only to first quality product purchases made after the edition date of this warranty when the product is installed in an indoor, climate controlled private residence and according to the **NexGen** written installation instructions and must be maintained in accordance with **NexGen** written maintenance instructions. Please see box insert for installation instructions.
2. This warranty only applies to defects inherent to the material supplied. It includes the delamination or reduced resistance of the wear layer, but does not include, in beveled-edge products, wear along the edges of the planks less than 3/16" (5mm) from the edge. The lifetime locking warranty on the joint only applies to open joints greater than 0.01" (0.2mm).  
MANUFACTURER WILL REPAIR OR REPLACE THE AREA OF DEFECTIVE PRODUCT AT ITS OPTION.

When replacement of the flooring is made, only new planks from the current product range at the time the complaint is upheld will be supplied. There will be no other form of compensation. Responsibility under this warranty only applies to defects that were not visible before or during the installation of the product. If the product was originally professionally installed, MANUFACTURER will cover reasonable labor costs for any defective product AS PER THE PRO RATED SCHEDULE LISTED IN THIS WARRANTY.

3. This warranty does not cover damage to the product caused by installation errors. Flooring planks or accessories must be checked carefully for material defects before and during installation and under sufficient lighting. Products with visible defects must not be installed under any circumstances. The distributor or retailer must be informed in writing of such defects within 15 days. After this time has elapsed, no further complaints will be accepted. Color and gloss differences resulting from material added to an existing installation at a later date and from non-warranty repairs are excluded from coverage.
4. To qualify for any repair or replacement, buyer will need to provide the original dated sales receipt, run # listed on the carton, and other documentation as required by manufacturer.
5. The Limited Lifetime Waterproof and Petproof Warranties do not apply to damage caused by events beyond everyday household spills, including but not limited to flooding, standing water, leaking pipes, mechanical failures or appliance leaks. These events often contain contaminants that will damage or mar your floor. This warranty does not apply to product that has been put to abnormal use or conditions or abused in any way, which includes but is not limited to damage from smoke, fire, or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of the flooring that is unreasonable considering the normal and expected uses of a laminated wood floor in a residential environment; damage of mechanical nature, severe impact or scratches (caused by dragging objects or furniture) or cutting; damage caused by water or moisture trapped beneath the floor many times caused by improper subflooring or underlayment, including but not limited to damage from hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture beneath the floor. These events often cause mold, mildew, or other issues that can damage or mar your floor and also contain health risk that need to be properly addressed and cured.
  - A suitable mat or sufficiently large transition area at the entrance door(s) must be used to prevent sand and/or dust from damaging the flooring. Scratching during and after installation is not covered. For surface wear to be a warrantable occurrence, the surface wear-through must be readily visible in normal light and from all directions and from a distance of 6 feet and measure at least 1 square inch. Gloss reduction is not surface wear. The feet of furniture must always be covered with appropriate protective material. Chairs, sofas, or furniture with castors must be fitted with soft rubber wheels (NOT PLASTIC), or an adequate protective mat or protective castor cups must be put under this furniture.
  - Underlayment: To have a valid Warranty, you must install attached underlayment or a manufacturer approved underlayment system under the flooring.
  - A polyethylene film vapor barrier is not required over subfloors, but moisture readings must be < 15% (tramex) throughout the entire installation. **Moisture readings in excess of 15% indicate the need for further inspection.** Levels between 25-30% indicate that there may be water ingress, meaning that remedial work could be required.

6. This warranty does not apply to damage from exposure to extreme heat (in excess of 120°) (residential homes with an operating climate control system should be fine), stains as a result of chemical or industrial products, or stains/smells caused by Pets to include but not limited to urine, feces, or vomit. Smells of any kind are not covered by this warranty. The flooring must be installed in a climate-controlled area and may not be installed in damp and/or humid areas such as a sauna or pool room, in extremely dry areas.
7. Please use Bona Hardwood Cleaner or Bona Laminate Cleaner on your floor. USING UNAPPROVED CLEANERS SUCH AS MURPHY OIL, FLOOR POLISH, SHARK STEAMER, ETC. – THESE PRODUCTS CAN LEAVE RESIDUE ON YOUR FLOOR THAT MAY NOT COME OFF AND/OR MAY CAUSE YOUR FLOOR TO MAR OR DELAMINATE.
8. MANUFACTURER WILL EXCHANGE, AT NO COST TO THE CONSUMER, ANY PLANK THAT THE CONSUMER, INSTALLER, OR RETAILER REASONABLY OBJECTS TO **BEFORE INSTALLATION**. IT IS THE CONSUMER’S, INSTALLER’S, AND RETAILER’S DUTY TO INSPECT THE PLANKS BEFORE THEY ARE INSTALLED. THE CONSUMER, INSTALLER, AND RETAILER AGREE THAT BY INSTALLING A PLANK, THEY HAVE ACCEPTED THE COLOR, GLOSS AND ALL OTHER VISIBLE ASPECTS OF THE PLANK AND ANY WARRANTY CLAIM, EXCEPT FOR STRUCTURE, FINISH, OR WEAR WILL BE DENIED.
9. Pro Ration of Warranty Period: The Limited Lifetime Waterproof and Petproof Warranty periods are prorated for flooring and accessories. A prorated warranty is one that provides for a refund or credit that decreases according to a set formula, our is as follows:

**FOR THE MATERIAL:**

**a. Material**

- |             |      |
|-------------|------|
| i. Lifetime | 100% |
|-------------|------|

If any of the covered events listed above occurs within the warranty period, Manufacturer will, at its own discretion, replace or repair the failed portion of the product with the same product, unless that product is no longer available, in which case Manufacturer will replace the material with one of its comparable WaterProof Wood collections. Under this warranty, only failed planks will be replaced, not the surrounding planks that are still performing. If the original product is no longer available, Manufacturer will, at its own discretion, replace the damaged product with a comparable product or refund the portion of the original purchase price of the failed flooring only. Manufacturer is only required to replace discontinued flooring in the room where the claim occurred.

**b. Labor**

- |                   |      |
|-------------------|------|
| i. Year 1-5       | 100% |
| ii. Year 6        | 50%  |
| iii. After Year 6 | 0%   |

**TO FILE A WARRANTY CLAIM:**

- Many flooring products use the same décor design therefore, **YOU MUST RETAIN YOUR ORIGINAL INVOICE AND PROOF OF PURCHASE INFORMATION THAT PROVE:**
  - YOU ARE THE ORIGINAL PURCHASER,
  - HAS THE MANUFACTURER’S RUN NUMBER, and

- YOUR RETAILER'S INFORMATION, INCLUDING BUT NOT LIMITED TO, ALL COST AND SQUARE FOOTAGES.
- If MANUFACTURER replaces Flooring that fails to meet the warranty, it will only be replaced one time and the warranty for that portion of the flooring is extinguished.

#### **No Implied Warranties/Special Damages**

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE—INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IMPLIED WARRANTIES REFER TO ONES THAT THE LAW PRESUMES HAVE BEEN GIVEN BY THE SELLER EVEN THOUGH THEY ARE NOT SET OUT IN WRITING. MANUFACTURER SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY.

PLEASE NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT FOR THESE RIGHTS, THE REMEDIES PROVIDED UNDER THESE WARRANTIES STATE THE ENTIRE LIMIT OF MANUFACTURER'S RESPONSIBILITIES.

## **15-YEAR LIMITED LIGHT COMMERCIAL WARRANTY**

### ***What is covered and for how long?***

For commercial installations as listed below the product is warranted to be free from manufacturing defects and will not wear through the printed image for 15 years from the date of purchase, if installed according to the NexGen Collection installation instructions (found inside each box of product). If a defect covered by this warranty is reported to manufacturer in writing within 15 years of purchase, the manufacturer will supply new material of the same or similar grade sufficient to repair or replace the defective material.

For commercial applications, this product is intended to be installed in: Privately owned businesses, multifamily units, common areas of activity centers, day cares, doctor/dentist offices, salons, retail shops, restaurants as sales floors, dining areas, common areas, activity areas, corridors, and residences. The following applications are not intended as commercial applications and are not covered: anywhere commercial cleaning machines will be used, assisted living facilities, large commercial applications (educational, hospital, health care) or any applications over 3,500 square feet in a single location.

***What will the manufacturer do if any of the above happens?***

If any of the above should occur within the warranty periods specified above, the manufacturer will, at our option, furnish comparable flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor. And, if your floor was professionally installed, for any defect reported: in the first year the manufacturer will also pay reasonable labor costs for the direct repairs or replacement of the flooring only. In the second year the manufacturer will also pay 50% of reasonable labor costs for the direct repairs or replacement of the flooring only. In the third year the manufacturer will also pay 25% of reasonable labor costs for the direct repairs or replacement of the flooring only. After the third year the manufacturer will not pay any labor cost. The manufacturer will not pay for the following cost including but not limited to removal or tear out of old or damaged product, any cost associated with moving of cabinets, furniture, walls, doors, paint, rugs, etc. The manufacturer will not replace or repair a floor discolored by mold, mildew, or alkali. Moisture will not affect the structure of the plank, but may discolor the product which is not covered by this warranty.

***What is not covered by this warranty?***

- Damage caused by fire, flooding, or intentional abuse.
- Damage caused by vacuum cleaner beater bar, caster wheels, and cutting from sharp objects or objects not properly protected to include high heels, spiked heels, and rolling loads. - When vacuuming, we recommend using the wand attachment on your vacuum. - Because rolling casters can damage the floor, we do not recommend them.
- Loss of gloss/scratching. - If some dulling occurs over time, depending on the amount of traffic, care and maintenance the floor receives, restore the floor's shine, use an approved Low Gloss Floor Finish.
- Minor color, shade, or texture variations between samples or printed color photography and the actual material.
- Floors that are not graded "regular."
- Floors that are installed in other than owner-occupied or tenant-occupied residences. (Except products that are noted as warranted light commercial.)
- Construction or installation-related damage to include failure due to subfloor, hydrostatic pressure, moisture, or alkalines.
- Floors discolored from moisture or underlayment panels after having been repaired or replaced by the manufacturer one time. (repair or replacement (in square footage or value) of 50% of the purchased material terminates this warranty and relieves the manufacturer of any future liability of any and all types relating to this purchase).
- Floors damaged by excessive moisture from sources such as flooding.
- Installation defects and installations caused by not using the recommended manufacturer products. Both parties agree that any finding of this cause of damage by an independent certified inspector terminates warranty.

- Damage caused by abuse such as moving appliances across the floor without adequate protection, - When moving appliances or heavy furniture, lay a plywood panel on your floor and “walk” the item across it. This protects your floor from scuffing and tears.

***What is excluded from this warranty?***

The manufacturer excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the terms of this written warranty. Please note: Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. Also note: This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

We recommend using floor protectors. As a rule of thumb, the heavier the item, the wider the floor protectors should be.

\* Wear-through is defined as loss of the floor design due to normal household use.

***What should you do if you have a problem?***

We want you to be happy with your floor. If you're not, call your retail store. They can answer your questions and, if necessary, start to process a claim. PLEASE KEEP YOUR RECEIPT. The manufacturer needs the receipt in order to verify date, proof of purchase, and original purchaser to resolve any problems that may occur.