

## StoneCast™ Lifetime Residential Wear and Waterproof Limited Warranty

Applies to the following StoneCast™ products (525-XXX, 526-XXX, 537-XXX, 581-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 StoneCast™ product; no representation is made about the effect of excessive or prolonged moisture on subfloors).
- will be free from manufacturing defects.
- 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 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

- This Limited Warranty applies 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 this Limited Warranty is void. Defective installation is not covered by this Limited Warranty. Proper installation includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. Subfloor must be clean, smooth, flat, solid (no movement), and dry, and 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.
- StoneCast™ 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 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.
- 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.
- Scuffs, scratches 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 and steam mops. Steam mops cannot be used on StoneCast™ 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.
- This Limited Warranty does not cover products installed with visible defects that could be seen prior to installation.
- 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.
- 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. This Limited Warranty covers only normal household conditions commonly associated with daily household use.

- This Limited Warranty does not cover mouldings and trims.
- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear is not covered by this Limited 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 StoneCast™ 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.

## StoneCast 10 Year Moderate Commercial Wear Limited Warranty

Applies to the following StoneCast™ products (525-XXX, 526-XXX, 537-XXX, 581-XX)

Subject to the exclusions and limitations set out below, Next Floor® warrants that this product, when used in a moderate commercial area:

- 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.

Subject to the exclusions and limitations set out below, 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 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.
- 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 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
  - During the tenth 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. Proper installation includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. Subfloor must be clean, smooth, flat, solid (no movement), and dry, and 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.
- StoneCast™ 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 property owner 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.
- Scuffs, scratches 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 and steam mops. Steam mops cannot be used on StoneCast™ 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.
- This Limited Warranty does not cover products installed with visible defects that could be seen prior to installation.
- This Limited Warranty does not cover the cost of moving furniture, appliances or computers, or any other site preparation required for a 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.
- 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.
- This Limited Warranty covers only normal moderate commercial conditions commonly associated with daily moderate commercial use.
- This Limited Warranty does not cover mouldings and trims.
- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear is not covered by this Limited 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 StoneCast™ 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.