



## Statement of Limited Warranty

### **General Terms:**

This warranty document covers all Newton's flooring products (SPC & LVT/LVP). The product must be properly installed according to the manufacturer's installation instructions. Defective installation is not covered by the warranty. This includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. No exclusions or exceptions will be made to this clause.

This warranty covers the cost of material (pro-rated) for the period of the warranty stated. The manufacturer reserves the right to repair any floor and/or obtain the services of a professional installer to conduct repairs or replace the flooring. The manufacturer reserves the right to inspect any floor that is considered by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. The manufacturer at its discretion will send a company representative and/or a third-party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Closeouts, seconds, and cash-n-carry sales are not covered under this warranty.

This warranty states that the product will be free from manufacturing or material defects for the term stated above. Should a problem attributable as a manufacturing defect develop after the flooring is installed, the manufacturer will verify the validity of the manufacturing defect. Upon determination of a manufacturing defect, the manufacturer will authorize a credit based on the original purchase price of the product to the distributor/dealer, which will be good toward the purchase of replacement flooring.

The manufacturer is not responsible for add-on or replacement issues. It is the responsibility of the purchaser to confirm proper dye lots, locking mechanisms, sizes, and any other variations when ordering add-on or replacement material.

### **Defect Warranty:**

When a defective product is installed, credit applies only to material, and does not include labor, since it is the responsibility of the purchaser / installer to determine suitability of material prior to installation.

The manufacturer warrants that the product will be free from manufacturing defects. If such defect occurs, upon verification of the defect by the manufacturer, repair, or replacement of the affected area of installed flooring will be authorized by the manufacturer according to the terms stated above.

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### **Wear Warranty:**

The manufacturer warrants that the installed product will not wear through to the printed film layer, stain or fade under normal use as stated in the chart below. Coverage for the warranty starts at the date of purchase by the consumer and is non-transferable.

Wear-through is defined as 100% vinyl or décor layer wear-through that exposes the core material, or that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered, or affected from normal use, over a minimum of 3% of the total installation. Stains and fading, gloss reduction, scratches, scuffs, and gouges are not considered surface wear and are not covered by the warranty.

### **Limited Waterproof Warranty:**

The product is warranted to be 100% waterproof and the structural integrity of the floor plank will not be significantly diminished by exposure to water for the term stated.

While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). The manufacturer's waterproof (moisture) warranty excludes damage to the flooring and surrounding areas, including the structure, resulting from mold and/or mildew growth due to prolonged exposure to moisture. If the flooring plank is structurally impugned, resulting from exposure to water, the manufacturer may after review and authorize a pro-rated credit based on the terms of this warranty.

Limited Waterproof Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowner's insurance including, but not limited to, damages caused by floods, water from broken or leaky pipes, faucets, household appliances, hydrostatic pressure, or other casualty events.

### **Warranty Limitations and Exclusions:**

- The manufacturer will supply new material of the same color, design, and grade, if available to original place of purchase; if unavailable or discontinued, the manufacturer reserves the right to select and supply similar materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty. One replacement floor only will be made for the wear out, fading, and staining. Claimants who received settlement may not claim again and no additional replacement floors will be supplied. Alternatively, a refund (or pro-rated credit) of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase:
- The manufacturer will not pay for the loss of time, inconvenience or other incidental expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area subsequent to the original installation.
- This warranty does not cover the exclusions indicated on the package.

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- The manufacturer reserves the right of final judgment and may refuse claims in certain instances.
- The manufacturer reserves the right to modify or withdraw the warranty at any time.
- It is the original purchaser or the installer's responsibility to inspect each plank and install it in well-lit areas. Planks installed are deemed accepted by the purchaser.
- Products that have not been properly stored or acclimated according to the installation instructions.
- Improper installation or product not installed according to the installation instructions and accepted industry practices.
- Damage caused during installation by the use of improper tools, non-rubber mallets or hammers, adhesives, tape, etc.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step or multi-surface cleaners, cleaners designated for floors other than vinyl flooring, or use of cleaners or finishes (including wax) not specifically identified by the manufacturer.
- Indentations or damage by narrow-tipped heels, vacuum cleaner beater bars, rolling loads, caster wheels, wheelchairs, furniture, and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects of the like.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects.
- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Staining or changes in color caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation; fading or staining caused by use of rubber mats.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage from doors.
- Mold and mildew growth caused by excessive moisture in the environment or substrate.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Color variations (due to use of natural components), exposure to UV light and/or sunlight, and age material.

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- Differences from samples or printed material in shade, color, or embossing. (Color inconsistency between samples, replacement product, or illustrations and the actual product is not a manufacturing flaw). The manufacturer reserves the right to update samples with new production dye lots as necessary and it is the purchaser's responsibility to determine proper coloration once the product is received.

No person, representative, employee, or agent not employed by the manufacturer is authorized to modify or change the warranty statements made in this document. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Pro-ratings for replacement flooring and refunds are as follows:

Year 1: 100%  
Year 2: 90%  
Year 3: 80%  
Year 4: 70%  
Year 5: 60%  
Year 6 through 10: 40%  
Years 10 – end of term: 10%

This warranty only covers installation labor if the floor was professionally installed. An estimate of installation labor costs must be approved by the manufacturer before replacement takes place. Labor rates for a professionally installed flooring contractor when flooring was properly installed according to the installation instructions, industry standards, and acceptable practices, using approved methods and materials including accessory items is as follows for validated and accepted product claims:

Year 1: 100%  
Year 2: 90%  
Year 3: 80%  
Year 4: 70%  
Year 5: 60%  
Year 6 through 10: 40%  
Years 10 – end of term: 10%

**To file a claim:** Please contact your representative or customer service at [info@proximitymills.com](mailto:info@proximitymills.com) or (888) 348-3500.

Claim documentation must be filled out in its entirety in order to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling. If the claim is deemed not a manufacturing defect, you are responsible for all costs and fees associated with the 3rd party independent inspection.