

Warranty & Maintenance for Key Biscayne Vinyl Plank

Newton Luxury Vinyl Plank is crafted to meet the industry's highest quality standards and carefully manufactured to ensure that the flooring is free of defects. Each plank is meticulously inspected before and after the finishing process to make sure it complies with Newton Flooring's strict standards. All Newton Flooring luxury vinyl tile is covered by a limited warranty as described in this document.

Pre-Installation Requirements

Prior to installing your Newton flooring, you or the installer must determine the job-site environment as well as determine whether the floor's sub-surfaces meet or exceed applicable industry and product standards including the following:

- You must comply with all applicable environmental and building codes, regulations and laws.
- Your installation area and subfloor must be dry, sound and flat within industry standards. Once acclimated and before work begins, measure the moisture content of the subfloor with a moisture meter and document it.
- Your installation area must be between 60° to 80° Fahrenheit with a relative humidity between 30% and 50% for at least 72 hours prior to delivery and throughout the life of your floor to ensure optimum performance.
- It is the duty of the owner and installer to inspect each piece of flooring prior to installation. This warranty does not cover materials with visible defects once they are installed. Please immediately contact your retailer if you are not satisfied with the flooring prior to installation.

Products & Warranty Coverage

This limited warranty is valid from the date of purchase of the flooring and is not transferrable or any owner other than the original purchaser. Your Newton Flooring luxury vinyl plank is warranted to be free from manufacturing defects and, under normal use and maintenance, will not wear, delaminate or stain resulting in loss of original pattern and color, for a specified length of time as defined below. This Limited Warranty only applies provided the flooring covered by this warranty is installed and maintained according to Newton Flooring's Installation & Floor Care Instructions.

Warranty Coverage		
(Defects, Wear, Delamination or Stain)	Residential	Light Commercial
12 mil wear layer (0.30mm)	Lifetime	10 Years

Definitions / Warranty Coverage:

- "Wear" must be through the wear layer to the degree that the printed pattern is affected or altered.
- "Delamination" refers to separation of the layers of the flooring.
- "Stain" must be from normal household cleaning agents, chemicals or routine care & maintenance.

<u>Limited Lifetime Warranty for Residential Use & 10 Year Light Commercial Use</u>

Newton warrants that your luxury vinyl plank floor will be free from manufacturing defects and, for a lifetime under residential use and for 10 years under light commercial use. Newton warrants that the flooring will not discolor from mold, mildew or alkali. Under no circumstances shall Seller's liability exceed the purchase price of the goods with respect to damages that are claimed. The obligation of Newton Flooring and Buyer's sole remedy under its Limited Wear Warranty is the supply of replacement flooring tiles for the failed material from regular product inventory lines. Newton Flooring shall not be liable for labor or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Newton Flooring be liable for any special, indirect, incidental or consequential damages.



Light commercial use means use in environments which do not have heavy commercial traffic, including art galleries, banks, bookstores, boutiques, coffee shops, dry cleaners, gift shops, hotel rooms, jewelry stores, professional offices (i.e. accountants, lawyers, physicians, dentists, and optometrists), photography studios, and waiting rooms.

Correctly constructed wood subfloors are not subject to moisture transmission. The light commercial warranty applies only to floors installed directly on concrete subfloors. Mold and mildew growth caused by excessive moisture because of flooding, plumbing and appliance leaks, and water leakage through sliding glass doors is not covered.

Replacement & Repairs

The manufacturer reserves the right to repair the floor and use its own vendor to perform the replacement or repair. It is the customer's responsibility to make ready the affected area at their own expense.

Warranty Terms

If a claim is filed in writing to the merchant from which the flooring was purchased within twelve months from the date of installation, the manufacturer will supply new flooring material of similar color and quality to replace the defective area. The manufacturer will pay reasonable labor costs if professional installation was paid for when the floor was originally installed.

If a claim is filed in writing to the merchant from which the flooring was purchased after twelve months from the date of installation, the manufacturer will supply new flooring material of similar color and quality to replace the defective area. The manufacturer will not pay labor costs.

Installation

This limited warranty covers materials and reasonable labor costs if professional installation was paid for when the flooring was originally installed, provided that such flooring is installed according to the current Newton Flooring Installation Instructions at the time of installation.

Warranty Exclusions

The appearance and performance of any luxury vinyl tile floor depends on following industry accepted practices for installation and care after the floor is installed. Accordingly, the warranty shall be voided if any of the following conditions exist:

- Dissatisfaction with the floor due to the design, pattern or color.
- Damage due to improper installation or maintenance.
- Improper storage and handling of the flooring.
- Damage caused by vacuum cleaner beater bars, indentations or damage caused by improper rolling loads, caster wheels, chairs or other furniture without proper floor protectors and cuts from sharp objects.
- Damage caused by fire, burns, intentional abuse, or construction.
- Damage caused by excessive exposure to direct sunlight.
- Surface scratches or scuffing.
- Changes in color or sheen from exposure to sunlight or due to use of rubber backed area rugs or mats.
- Exterior installations.
- Loss or changes in gloss levels.
- Minor shade, color or texture differences between samples and the delivered product.
- Failure to follow installation instructions regarding acclimation of the product prior to installation or failure to maintain the environment within specified guidelines.
- Problems affecting the flooring related to substrate, moisture infiltration from sidewalls or subfloor moisture emission before or after installation.



- Improper preparation of, or deficiencies in the subfloor joist assembly including, but not limited to, subfloor
 material, fasteners, patching or leveling compounds. These situations are considered to be part of the installation
 inspection process prior to installing the flooring. Do not install flooring if these situations exist.
- Normal wear of the finish in high traffic areas, pivot points, and seating areas. Gloss or sheen changes are not considered wear through, and therefore not covered under the finish warranty.
- Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. Further, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty.

Additional Terms of the Warranty

The foregoing sets forth the Manufacturer's sole obligations and liability under the Warranty. The Warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. The Manufacturer disclaims all warranties not expressly set for the above.

How to File a Claim

To file a claim under this Warranty Program, contact your retailer or builder within 3 months of experiencing a problem. A written notice of claim must be filed within the warranty coverage period along with proof of purchase. Information verifying the identity of the original purchaser and invoices as proof of purchase will be requested. The floor must have been purchased from an authorized dealer and entirely paid for. The purchase of Newton luxury vinyl tile from an unauthorized dealer will automatically void any manufacturer's warranty.



Newton Key Biscayne Floor Care Instructions

- Use doormats outside each entrance to your home to prevent dirt, sand, grit and other substances such as oil, asphalt and driveway sealer from being tracked onto your floor.
- Use non-staining mats on your floor. Do not put rubber-backed or latex-backed mats on your floor because they will stain or damage the surface.
- To minimize potential staining from asphalt tracking, we suggest you use latex-based driveway sealer on your driveway.
- Sweep your floor regularly (at least once per week).
- Close your curtains or blinds where extreme sunlight hits the floor. A combination of heat and sunlight can cause
 most home furnishings to fade or discolor.
- Support furniture with wide-bearing, non-staining floor protectors. The protectors should be at least one inch in
 diameter, made of non-pigmented hard plastic, and rest flat on the floor. Non-staining felt protectors are also
 acceptable. Casters with a minimum 3/4" flat surface width or floor protectors are recommended for all moveable
 furniture. Make sure any metal protectors are rust-proof. Replace your narrow dome furniture rests with widebearing ones.
- If you need to move heavy furniture and/or appliances across the floor, always use strips of wood or hardboard runways to protect the floor. Always use runways even if you have an appliance dolly, or even if the heavy objects are equipped with wheels or rollers.
- Prevent stains by wiping up spills immediately.
- Occasional mopping with a rinse-free vinyl tile cleaner is recommended when dirt builds up and sweeping alone is
 not sufficient. Use of more than the recommended amount of cleaning solution may leave a dulling film. Do not
 use soap or detergent products as they will leave a dulling film.