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Product	Limited Warranty Period	
	Residential	Light Commercial
Clearwater, Coronado, & Eldorado	30 years	5 years

### Limited Performance Warranty

- Residential Limited Warranty.** Newton provides the following residential limited warranty:

Newton warrants to the original end consumer that, from the date of purchase through the end of the applicable limited warranty period set forth in the chart above, your AQUApro “Select” collection planks (the “Select planks”) and/or AQUApro “Supreme” collection planks (the “Supreme planks”, and together with the Select planks, the “planks”), as the case may be, will be free from manufacturing defects\* and, in their original manufactured condition, and under normal household conditions\*\*, will (1) not fade due to sun or electrical light, (2) not have their laminated surface wear through\*\*\*, (3) not stain, (4) resist damage from moisture due to wet mopping and every day household spills\*\*\*\*, and (5) have their joints remain secure. This residential limited warranty is subject to the terms and conditions set forth below and, for the avoidance of doubt, does not apply if used in a commercial setting.

- Light Commercial Limited Warranty:** Newton provides the following light commercial limited warranty:

Newton warrants to the original end consumer that, from the date of purchase through the end of the applicable limited warranty period set forth in the chart above, your Select planks and/or Supreme planks, as the case may be, will be free from manufacturing defects\* and, in their original manufactured condition, and under light commercial use\*\*\*\*, will not (1) fade due to sun or electrical light, (2) have their laminated surface wear through\*\*\*, or (3) stain (4) resist damage from moisture due to wet mopping and every day household spills\*\*\*\*, and (5) have their joints remain secure. This light commercial limited warranty is subject to the terms and conditions set forth below.

\*Manufacturing defects means verified problems or defects existing prior to the first shipment of the planks resulting from the manufacture, materials or workmanship of the planks that render the planks unable to function in a manner consistent with and according to the specifications provided by and/or defined by Newton that are applicable to the planks.

\*\*Normal household conditions means those daily activities commonly associated with residential use.

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\*\*\*Gloss reduction does not constitute “wear”.

#### \*\*\*\* Water warranty

Floor will resist damage from moisture due to wet mopping and everyday household spills. This product is water resistant. However, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and unaddressed). The moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. This warranty does not cover flooding. The test method for water resistance application is the actual version of the NALFA Laminate Surface Swell Test – Assembled Joint testing procedure.

\*\*\*\*\*Light commercial use means use in environments which do not have heavy commercial traffic, where the flooring is not exposed to a heavy commercial maintenance schedule and where the interior temperature and humidity can be controlled and maintained. Without limiting the generality of the preceding sentence, light commercial use only includes use in the following commercial areas:

Apartments, Retail Store Fronts, Medical Offices, Hotels/Motels, Educational/School Facilities, Business Offices, Restaurants, Multi-Family housing, Condominiums:

In each of the aforementioned environments, the following uses are permitted: Entryways<sup>†</sup>, Sales Floor/Showroom, Breakrooms, Office environments, Storage and dressing Rooms, Lobbies, Waiting room areas, Hallways, Nurses Stations, Guest Rooms, Conference/Meeting Rooms, Kitchenettes, Lounges, Offices, Individual Housing Units, Classrooms, Common Areas, any area not considered as high traffic/heavy commercial.

<sup>†</sup> It is required to have walk off mats at all entryways.

#### Use of the product:

Please evaluate the installation site prior to the installation of the planks to determine if additional steps need to be taken to address specific requirements for jurisdictional health and/or specific building codes, static resistance, COF requirements, exposure to frequent water, excessive moisture or heavy traffic, and take necessary steps to ensure a safe and secure installation.

Newton does not provide additional warranties other than our limited residential warranty and light commercial warranty. Newton accepts no responsibility for usage that is not in compliance with any country, state, county, city or township regulations or codes. Proper assessment of location requirements, regulations and usage, are the responsibility of the installer. Newton

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does not warrant nor guarantee that any of the proposed uses in the aforementioned categories are compliant with local building, health and/or other municipal codes or regulations.

Except where expressly implied, the term “limited warranty” refers to only the residential limited warranty and light commercial limited warranty as outlined.

### Terms and Conditions

This limited warranty for the flooring planks is made with respect to the following terms and conditions:

#### **3. Acceptable Installation method**

It is required that ALL Newton flooring planks be installed correctly and in accordance with Newton’s Installation Instructions and Sub-Floor Preparation Guidelines. The Installation Instructions are provided in the insert sheet of each box of material and can also be obtained from a Newton reseller or by visiting [www.NewtonProducts.com](http://www.NewtonProducts.com).

#### **In accordance with Industry Standards:**

A moisture test should be performed prior to installation. Any moisture issues underneath the floor to be installed must be rectified prior to installation. When testing concrete using a calcium chloride moisture test (ASTM F1869), the values must be  $\leq 5$  lbs/1000ft<sup>2</sup>/24hr or  $<80\%$  RH with an in situ probe (ASTM F2170). If you are installing Newton laminate floors over a wood subfloor, a vapor barrier is not required. However, wood subfloors must have a moisture reading  $\leq 12\%$  across the complete installation. If attached underlayment is not included, install Newton Laminate floors over an underlayment that is approved for use with laminate floors.

- a. Any dampness from construction materials, such as moisture in the concrete slab or another sub-floor, must be completely dry prior to installation;
- b. proper installation includes the installation of the planks area(s) where they are exposed to normal wear based on their recommended End Use Category according to ISO 10874; and
- c. if the desired installation room is an area that is susceptible to spills or liquid getting behind skirting (molding) boards, the perimeter of the room must be

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completely sealed. A 3/8" compressible polyethylene (PE) foam backer rod should be inserted to fill all expansion spaces. The backer rod should be completely covered with 100% silicone sealant around the entire perimeter of the installation. An acrylic sealant should not be used. A small silicone bead should be applied where the skirting (molding) meets the floor, creating a perimeter barrier to prevent any spills or liquids from getting underneath or behind the skirting. The same result can be achieved with waterproof skirting. Any fixed objects, door frames, etc. should be sealed in the same way using a 100% silicone sealant.

- d. It is important that the installer completely engages the locking system on all 4 sides of each plank when installing, so as to avoid any gaps that could potentially void the warranty.

A nonrecycled (100% virgin resin) minimum 6-mil polyethylene vapor barrier with a density of 0.92 lbs/cubic foot and a thickness tolerance of +/- 10% is required to be installed over any concrete subfloor. Any vapor barrier that emits a water vapor no greater than 5 lbs/1000ft<sup>2</sup>/24-hr is an acceptable vapor barrier when installed in accordance with the provided installation instructions.

#### 4. Proper Care & Maintenance

The Newton planks must be maintained in accordance with the Newton care and maintenance instructions (the "Care and Maintenance Instructions"). A copy of the Care and Maintenance Instructions should be provided to you at the time of purchase or should be obtained through a Newton reseller, or by visiting [www.NewtonProducts.com](http://www.NewtonProducts.com). The Care and Maintenance Instructions include, but are not limited to, the following:

- a. The planks must be used only indoors in a dry, climate-controlled area.
- b. Floor protectors (ex: felt pads) that do not stain should be used to protect the planks. To minimize the possibility of indentations or scratching from the movement of heavy objects, use heavy duty leg bases/rollers. If the object is excessively heavy, a wider floor protector is required.
- c. The primary cleaning method that should be used is dust mopping. Mop using only a well wrung out mop and warm water only. Use only non-abrasive soap-free cleaners made specifically for laminate floor care to clean the planks. (NEVER USE: Detergents, soaps, "mop-and-shine" products, waxes, polishes,

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abrasive pads or cleaners, including nylon scouring pads, steel wool, Comet™, Soft Scrub™, etc. that may damage the finish.)

- d. It is not necessary to use a wet mop that will puddle or leave moisture standing on the planks. Any approved cleaning solution used should not be poured directly onto the planks, but instead should be applied to the mop or cloth used for cleaning.
- e. For the best cleaning results, use 1 cup of vinegar per gallon of warm water.
- f. Any spills should be wiped up immediately. In any event, liquid should not be left on the planks longer than is reasonable.
- g. If your home is susceptible to ongoing or frequent intrusion of dirt or sand, it is recommended that you mop, dust mop or vacuum, more frequently.
- h. Scratches typically occur when large heavy objects are moved across the floor. Exercise caution when moving large objects or appliances like stoves, refrigerators, furniture or other heavy objects. It is recommended that you use devices or material suitable for sliding heavy objects, never slide heavy objects across the floor without protection for the floor.
- i. As stated above in section 2, the use of protective walk-off mats in entryways and in heavier traffic areas is required.
- j. If left unkept, your pets nails could cause harm to your floor. It is recommended that you maintain your pet's nails by regularly trimming in order to prevent them from scratching the planks.
- k. When cleaning or vacuuming, use only vacuums and tools designed for hard surfaces. The use of a steam cleaner is allowed if steam is not being applied directly to the Laminate Floor. Use the steam cleaner with a clean soft cloth or rag between the steam opening and the flooring, this will also guarantee a homogeneous heat and steam distribution. It is also important that you not hold the steam apparatus on the same spot for any length of time and clean the floor in the lengthwise direction of the design. The use of a Wet jet mop is allowed provided it sprays a small amount of water in front of the cloth to clean the floor, Liquid buildup on the floor should be avoided. It is prohibited to use any type of polishing or buffing machine to clean the floor. It is important to keep your floors clean, we recommend frequent dusting, vacuuming or sweeping to avoid the accumulation of any particles that could dull or scratch the surface finish. It is prohibited to use devices such as floor

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scrubbers, floor buffers, or any other similar device or product that could damage the surface of the planks, the joints, or the locking system.

#### 5. Warranty Exclusions

This limited warranty does not cover:

- a. conditions or defects caused by installing the floor not in accordance with the Instruction Guide or the installation instructions set forth in this limited warranty, or improper use, care or maintenance, including the failure to follow the Care and Maintenance Instructions.
- b. damage resulting from excessively wet maintenance or from using detergents, abrasive cleaners, soaps, waxes or polishes.
- c. accidents, misuse, or abuse (pet damage is abuse).
- d. Any planks that are installed which contain a visible manufacturing defect.
- e. abnormal wear such as damage from spiked heel shoes, lack of protection from furniture or hard casters, or surface dulling from sand, gravel, abrasive cleaners, or adhesive residue.
- f. Any damage caused by moisture that occur from events outside of every day household spills, this includes but is not limited to standing water or urine, flooding due to mechanical failure or appliance leaking, broken pipes.
- g. damage caused due to use of the planks in any way other than the intended use.
- h. Any gaps in the joints that are due to improper installation, improper use, inadequate care or maintenance.
- i. Any damage caused due to the planks being exposed to excessive or extreme temperatures.
- j. Any damage caused by moisture in the subfloor or coming from underneath the floor. This includes, but is not limited to, damage from hydrostatic pressure underneath the floor or any other condition that results in any kind of moisture coming from underneath the floor.
- k. Any accidents, improper maintenance or damage caused by scratching, heavy impact or the cutting of the planks. Any damage resulting from the use of floor

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scrubbers, steam or wet jet mops, vacuums with beater bars, or any similar device is not covered under this warranty.

- l. The wearing of the planks under normal use
- m. The skirting or moldings.
- n. Any damage that is due to the shipment, transportation or moving of the product.
- o. Any modifications or the altering of the planks from their original manufactured condition.
- p. Any change in the gloss level or sheen variations from later product additions or repairs.
- q. Appropriate commercial settings (the areas defined under \*\*\*\*\*) include professional offices and other businesses that require daily wet mopping and/or cleaning with harsh chemicals as well as businesses that do not require machinery or other heavy objects to be placed or moved across the laminate floor. Examples of commercial settings that may be suitable for laminate flooring include legal offices, jewelry stores, art galleries, counseling offices, and gift stores/boutiques. Medical examination rooms, public restrooms and bars/pubs would not be suitable locations for laminate flooring and would be excluded from this warranty.

#### 6. Procedure for filing a Claim

- a. Other than a claim for a manufacturing defect, any claim under this limited warranty must be made by delivering a notice of claim (the "Notice of Claim") within 30 days of the appearance of the defect to the original reseller (with a copy to Newton) where the flooring was purchased. The claim should list the detailed reason for the claim, product specifications, model number and must be delivered to the original reseller (with a copy to Newton) along with the original purchase and installation documentation. All claims under this warranty must be made prior to the expiration of the warranty period.
- b. Newton expressly reserves the right to inspect any alleged defect or have it inspected by its authorized agents, and the right to request photographs, planks for testing, and/or an independent inspection by a certified licensed independent inspector prior to approving any claim.

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#### 7. Newton’s Responsibility under this warranty:

- a. If a claim under this warranty is determined justified, Newton will repair or replace, at its sole discretion, only the affected flooring planks. Any replacement planks will be provided by the reseller where the original defective planks were purchased.
- b. If, in its sole discretion, Newton determines that the repair or replacement of the flooring planks is not reasonably achievable, Newton, at its sole discretion, may choose to refund the pro-rated (based on square footage) original purchase price of the affected planks, subject to the following applicable adjustments:
  - (i) in the case of a claim regarding the “Select” quality planks, the pro-rated (based on square footage) original purchase price shall be reduced by 1/4 of its original value for each period of (5) five years or portion thereof that passes from the original date of purchase; or
  - (ii) in the case of a claim regarding the “Supreme” planks, the pro-rated (based on square footage) original purchase price shall be reduced by 1/5 of its original value for each period of (7) seven years or portion thereof that passes from the original date of purchase (collectively, the “Optional Refund”).
- c. If a claim is made and the exact product is no longer available, Newton will replace, at its sole discretion and in accordance to subsection 5(b) above, the affected planks with another Newton design of equal or greater value.
- d. Newton is not responsible for any labor, materials or other costs associated with the replacement of the affected planks or the installation of repaired or replaced planks; with the exception of the optional refund (if any), provided that, if the affected planks were professionally installed, Newton, at its sole discretion, will cover reasonable replacement labor costs for the replacement of Newton manufactured planks.
- e. Once a claim is approved, Newton will instruct the manner in which to proceed in order to have the affected planks repaired or replaced, the instructions must be completed within ninety (90) days after the claim is approved or all rights are waived under this limited warranty.



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### 8. Disclaimers

- a. This limited warranty is not transferable and applies only to the original end consumer for so long as he or she owns the planks and the original installation site. This limited warranty applies only where the affected area is readily visible and covers an area greater than one square inch.
- b. Information concerning the planks contained in Newton catalogs, samples, descriptions, advertisements, or other marketing or promotional material or statements made by sales representatives, distributors or retailers are for general informational purposes only and are not binding upon Newton and you should not rely on any such information concerning the planks. Sales representatives, distributors or retailers have no authority whatsoever to modify this limited warranty.
- c. Any incidental or consequential damages are hereby disclaimed by Newton. This limited warranty gives you specific legal rights, you may have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.
- d. If any part of this warranty is determined to be invalid or unenforceable, it will not affect the validity or enforceability of any other provision. This limited warranty constitutes the entire agreement of the parties, and no waiver or amendment shall be valid unless it is in written form and signed by an authorized representative of Newton.

**NEWTON DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PLANKS.**

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