

LIMITED RESIDENTIAL WARRANTY

Baxter Laminate flooring comes with and is subject to the terms of this Limited Lifetime Residential Warranty. This Limited Lifetime Warranty covers defects in material and/or workmanship which relate to joint integrity, staining, fading, and wear resistance during normal residential use when written installation and maintenance instructions are followed. In addition, the Baxter Laminate flooring system (*flooring with sealant*) is backed with a 10-year Waterproof Flooring System and 10-year Pet Warranty.

LIMITED LIFETIME RESIDENTIAL WARRANTY

Joint Integrity

The Uniclic® system will not fail on Baxter Laminate flooring.

Stain Resistance

Baxter Laminate flooring will resist staining.

Fade Resistance

Baxter Laminate flooring will resist fading from exposure to sunlight or artificial light.

Wear Resistance

Baxter Laminate flooring wear layer will not wear through the design layer.

10-YEAR LIMITED RESIDENTIAL WARRANTY

10-Year Waterproof Flooring System

The Baxter Laminate flooring system will resist damage from topical moisture under normal use.

10-Year Pet

The Baxter Laminate flooring system will resist moisture, including vomit, urine, and feces, from all domestic pets, plus scratches from all domestic pets under ordinary use.

GENERAL TERMS AND EXCLUSIONS

Baxter Laminate flooring 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). This warranty applies only to first quality Baxter Laminate 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 written Baxter Laminate installation instructions. Product must be maintained in accordance with Baxter Laminate's written 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 Uniclic joint only applies to open joints greater than 0.01 inches (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, Baxter Laminate manufacturer will cover reasonable labor costs for any defective product.
- 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 or other documentation to demonstrate proof of purchase.
- 5. 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 moisture damage from plumbing, storm or flood; 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 laminate 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 spike heel shoes, rotating beater bars, floor scrubbers, or commercial steamers; damage caused by domestic pets that have not had proper grooming care; damage caused by water or moisture trapped beneath the floor due to 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; or damage caused by moisture left on the floor around the wall base, transitions, and trims. The 10-Year Waterproof Flooring System 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. The damage to the product must be evident, measuring per product unit (plank, accessory, etc.) at least 1.40 square centimeters or 0.5 square inch.
- 6. 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. 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 or an adequate protective mat, or protective castor cups must be put under this furniture.
- 7. This warranty does not apply to damage from exposure to extreme heat, dryness, or stains as a result of chemical or industrial products (other than recommended cleaning products). The flooring may not be installed in damp and/or humid areas, in extremely dry areas, or areas where there are extremely high temperatures (such as saunas or swimming pool areas).
- 8. Proration of Warranty Period: The 10-year warranty periods are prorated for flooring and accessories. The prorated warranty is one that provides for a refund or credit that decreases according to a set formula as follows: 1st year through the 4th year is 100%. Proration begins in the 5th year...

- 5th Year 90%

- 8th Year 60%

- 6th Year 80%

- 9th Year 50%

- 7th Year 7%

- 10th Year 40%

NO IMPLIED WARRATIES/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 refers to ones that the law presumes to have been given by the seller even though they are not set out in writing. BAXTER LAMINATE 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 Baxter Laminate Manufacturer's responsibilities.

For service under this warranty please contact your local Baxter Laminate retailer. Describe the problem and in many cases the retailer can provide you with a solution.