

## LIMITED COMMERCIAL WARRANTY FOR RIGID CORE LUXURY VINYL PLANK FLOORING

Congratulations on purchasing your Rigid Core Luxury Vinyl Plank Flooring. All our Rigid Core products are manufactured under the strictest quality controls. We hope you will enjoy your new floor.

### Products and Coverage

New Space Inc. is pleased to offer you the following Commercial Warranty when installed following recommended installation guidelines and complying with floor maintenance procedures within your place. This commercial warranty is extended to the original purchaser only and this warranty is NOT transferable to subsequent owners. The warranty applies strictly to commercial environments.

### Manufacturing Defects – Limited Lifetime

New Space Inc. warrants the Rigid Core flooring product to be free of manufacturing defects under normal use and maintenance when installed properly and maintained properly as outlined in the Care and Maintenance Guidelines. The warranty additionally covers delamination and wear through of the surface wear layer.

### Warranty – Commercial\*

#### 7.17" x 60" RIGID CORE 20mil (4mm + 1mm IXPE Pad)

- **Commercial Warranty – 20 Years limited:** Applies to offices, hospitality, common areas in commercial spaces.

#### 7.17"x 48" RIGID CORE 12mil (4mm + 1mm IXPE Pad)

- **Commercial Warranty – 12 Years limited:** Applies to offices, hospitality, common areas in commercial spaces.

#### 7.17"x 48" RIGID CORE 12mil (3.5mm + 1mm IXPE Pad)

- **Commercial Warranty – 12 Years limited:** Applies to offices, Hospitality common areas in commercial spaces.

#### 9.13"x 60" RIGID CORE 20mil (4.5mm + 1mm IXPE Pad)

- **Commercial Warranty – 20 Years limited:** Applies to offices, hospitality, common areas in commercial spaces.

### Pre-Installation Warranty

New Space, Inc.'s products are manufactured to the highest quality standards. However, it is the responsibility of the owner and installer to inspect each plank for quality, color, and finish before installation. This warranty does not cover materials with visible defects once they are installed. Please immediately contact the place of purchase if you are not satisfied with the material before cutting and installing the material. The manufacturer is not responsible for claims for flooring installed with visual or physical defects. Material damaged during shipping is not covered and should be filed as a shipping damage claim with the shipping company.

## **Installation**

This Limited Warranty covers material only when the material is installed according to the published and current installation guidelines. In addition, New Space Inc. reserves the right to repair or replace the affected area only in the event of a warranty claim. The owner is responsible to be clear, at their own expense, any items placed over/on the affected flooring subsequent to the original installation. Upon completion of the repairs/replacement this Limited Warranty shall remain in effect with respect to such floor.

## **Terms for Warranty**

If a defect covered by this limited warranty is found and reported within the warranty period to place of purchase, New Space will supply new flooring of similar color, style, pattern, and quality to replace/repair the defective area. Additionally, if the floor was professionally installed, New Space will pay reasonable labor to replace the defective area.

First two years of warranty period: labor reimbursed at 50% of reasonable and customary charges not to exceed our pre-determined labor limits. After 2 years no labor is reimbursed.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to painting, cleaning, plumbing, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

The manufacturer reserves the right to request samples for review, conduct an onsite inspection if needed along with photographs or additional information to determine the nature or cause of the claim.

## **Exclusions**

The following are not covered by the Limited Warranty:

- Damage due to improper installation or maintenance, improper cleaning products, after market polish or waxes.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction. Excess subfloor moisture or damage caused by mold and/or mildew growth due to prolonged exposure to moisture.
- Damage caused by spills, stains, scuffs and or scratches, abrasive cleaners.
- Damage caused by the use of steam mops or vacuum beater bars, improper floor protectors, rolling loads, caster wheelchairs or furniture with improper floor protectors. Cuts or indentations from sharp objects, heavy point loads, spiked heel shoes or pet claws.
- Staining due to asphalt or rubber mats
- Changes in color or gloss due to exposure from UV light/sunlight. Loss of gloss due to normal wear.
- Exterior application
- Minor shading, color or texture differences between samples or printed material, photographs and delivered product.
- Construction traffic abuse to the surface of the flooring.

## **Warranty Owner**

**This Limited Warranty applies only to the original purchaser, not to any subsequent owner and is not transferable.**

## **Additional Terms of the Warranty**

The foregoing sets forth our 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. We disclaim all warranties not expressly set for the above.

## **To File a Claim**

If you need to file a claim under the Warranty Program, you must first contact the place of purchase within 3 months of experiencing a problem.

A written notice of claim must be filed within the warranty coverage period. Information verifying date of purchase, identity of the original purchaser, and invoices as proof of purchase will be required. You must provide a copy of the invoice showing where and when you purchased your flooring. Owners who purchased a restate with the flooring installed by the builder must show their product/flooring selection request from the builder. The floor must have been purchased from an authorized location and entirely

paid for.

If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule.

First year of warranty period: labor reimbursed at 100% of reasonable and customary charges. One to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges. No labor reimbursement after 5 years of usage.

**Any action or proceeding in any way relating to or arising out of the warranties set forth herein shall be exclusively governed by the laws of the State of California. Exclusive Jurisdiction and venue of any such action or proceeding shall be vested in the San Mateo Superior Court, State of California or in the United States District Court, Northern District of California. You, the purchaser, irrevocably waive any objections you now have or may hereafter have to the convenience or propriety of this venue.**

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