Millbrook Timbers 30-year Residential Wear Limited Warranty

Applies to the following Millbrook Timber products (628-XXX)

Subject to the conditions and limitations set out below, Next Floor® warrants that the product:

- will not wear through or peel as a result of normal and reasonable household use, where "wear through" means the complete loss of factory finish over a minimum of 3% of the total installation. Scratches, chips and gouges are not considered to be wear and are specifically excluded from this Limited Warranty.
- will be free from manufacturing or grading defects not to exceed the industry standard of up to 5%.

Millbrook Timbers Lifetime Structural Limited Warranty

Applies to the following Millbrook Timber products (628-XXX)

Subject to the conditions and limitations set out below, Next Floor® warrants that:

- The layers comprising the planks will not delaminate or separate under normal and reasonable household usage conditions.

Subject to the exclusions and limitations set out below, the following remedies are available to you if the floor fails to perform according to these Limited Warranties:

- During the first year following installation, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) replace without charge the affected area with another floor of equal value and quality. If the floor was professionally installed by a flooring contractor, Next Floor® will also pay reasonable replacement labor costs, not to exceed three dollars ($3.00) total (re/re) per square foot of product. There is no labor cost reimbursement for owner or D.I.Y. installation.
- During the second year following installation, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) provide a credit note for 90% of the original purchase price for materials and 50% of reasonable replacements labor costs, not to exceed three dollars ($3.00) total (re/re) per square foot of product, if the floor was professionally installed by a flooring contractor. There is no labor cost reimbursement for owner or D.I.Y. installation.
- After the second year following installation, Next Floor® will at its option (i) repair the floor to conform to this Limited Warranty or (ii) provide a credit note for material only (no labor costs will be covered by this Limited Warranty after the second year) based on the following schedule:
    - During the third year 80% credit
    - During the fourth year: 70% credit
    - During the fifth year: 60% credit
    - During the sixth year: 50% credit
    - During the seventh year: 40% credit
    - During the eight year: 30% credit
    - During the ninth year: 20% credit
    - After the ninth year: 10% credit

EXCLUSIONS

NEXT FLOOR® DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY INCLUDE REPAIR OR REPLACEMENT OF THE AFFECTED AREA, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE PURCHASER. NEXT FLOOR® WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXT FLOOR® IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. NEXT FLOOR®'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser.

Conditions and Limitations

- These Limited Warranties apply to owner occupied residential units / properties only. Residential rental units / properties and commercial installations are not covered by these Limited Warranties.
- The product must be properly installed according to Next Floor® installation instructions, or these Limited Warranties are void. Defective installation is not covered by this Limited Warranty. Proper installation includes but is not limited to proper expansion space around the entire perimeter and all vertical obstructions, a smooth, solid, dry, flat and level subfloor, the installation of a polyethylene moisture barrier over on or below grade concrete subfloors (floating floors only) and the ground surface of crawl spaces, and no cabinets or other permanent fixtures installed on top of the flooring. All sources of subfloor moisture must be remedied prior to installation. Visit www.nextfloor.net to view full installation instructions for this product.
- Millbrook Timbers is not to be installed in areas that that are not climate controlled. Installed areas must be maintained between 60°F and 80°F and between 35% and 55% RH for the lifetime of the product. Installation in areas not climate-controlled to these conditions voids these Limited Warranties.
- These Limited Warranties do not cover natural expansion and contraction which results in separation between planks, or damage caused by excessively low or high humidity. Expansion and contraction will be minimized if climate control is consistently maintained year-round. Seasonal gapping is not considered a manufacturing defect.
- These Limited Warranties exclude (i) damages covered the homeowners, property owners or tenants insurance; and (ii) damages that would customarily be covered by a homeowners, property owners or tenants insurance policy, regardless of whether such policy is in place.
- These Limited Warranties excludes damages caused by flooding or standing water from leaky pipes, faucets, or household appliances.
- This Limited Warranty exclude damage caused by flooding, standing water from hydrostatic pressure or any other casualty events involving water coming into contact with your floor.
- These Limited Warranties excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.
- Only floating installations of non-hickory faced planks are warranted for installation over warm water in floor heating systems. Hickory faced planks and direct glue down or nail down installations of any Millbrook Timbers planks are not covered by these Limited Warranties when installed over in floor heating systems.
- These limited warranties exclude damage from inappropriate, improper installed, or excessive heat from in floor heating systems.
- These Limited Warranties apply only to material sold as first quality.
- These Limited Warranties do not cover loss of gloss or dulling of the surface.
- Scuffs, scratches, gouges and indentations are not covered by these Limited Warranties.
- Damage from inappropriate maintenance is not covered by these Limited Warranties. This includes but is not limited to damage from vacuum cleaners and steam mops. Steam mops cannot be used on Millbrook Timbers products and any such use voids these Limited Warranties.

- Damage and/or joint failure from abuse such as furniture moving, the use of caster chairs without proper floor mats/protectors, or repeated rolling loads is not covered by these Limited Warranties.
- Discoloration or fading from heat, light, mold or alkali are not covered by these Limited Warranties.
- Problems resulting from excessive moisture in the subfloor are not covered by these Limited Warranties.
- These Limited Warranties do not cover products installed with visible defects that could be seen prior to installation.
- These Limited Warranties do not cover any flooring that has been refinished or recoated.
- These Limited Warranties do not cover the cost of moving furniture, appliances or computers, or any other site preparation required for the replacement.
- These Limited Warranties do not cover the costs of, or the installation of, mouldings and trims.
- Wood is a natural product containing inherent variations in color, tone, grain and the knots. Differences in color, tone, grain, mineral streaks and the size and frequency of knots in the flooring compared to the sample or photograph are not covered by these Limited Warranties. Production lots will vary and these differences are not considered manufacturing defects.
- These Limited Warranties are non-transferable and is extended only to the original end-use purchaser either directly, or by and through a Next Floor® authorized retailer or distributor.
- These Limited Warranties provides a maximum of one replacement floor.
- These Limited Warranties cover only normal household conditions commonly associated with daily household use.
- Damage from inappropriate footwear such as golf spikes, ice skates and other athletic footwear are not covered by these Limited Warranties.
- Excessive subfloor cracking and movement can cause the floor to crack. Next Floor® cannot be responsible for damage from an unstable or deteriorating subfloor.
- Squeaking, popping, or crackling noises are not covered by this Limited Warranty. These issues when they occur are a result of one or more of the following issues: subfloor issues, improper installation, an obstruction somewhere in the installation that is preventing the floor from floating as intended.

How to File a Claim

If you think that there is a defect in your Millbrook Timbers flooring that is covered by this Limited Warranty, you must notify the retailer (or distributor) who sold you the flooring. Your retailer (or distributor) will be able to file a claim on your behalf. Proof of purchase, including the Next Floor® invoice number for the material involved, the date of purchase and the date of installation must be presented to file a claim.

For all claims made in the United States of America, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia and may be brought only in such court.

For all claims made in Canada, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the Province of Ontario without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Kitchener Ontario and may be brought only in such court.