# HARDWOOD FLOOR LIMITED WARRANTY

The manufacturer warrants to the original end user of its products that the manufacturers Engineered Hard-Wax Oil Finished Floors ("Flooring"), in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring.

For warranty coverage to apply, the Flooring must be authorized for use with a radiant heat system and the installation must conform tothe manufacturer Special Instructions for Installations over Radiant Heat Systems, including the placement of approved under-floor heat sensors.

## PLEASE READ BEFORE BEGINNING INSTALLATION

The National Wood Flooring Association and the Hardwood Plywood and Veneer Association have individually found that certain conditions will promote the longevity of wood flooring. According to these Associations, wood flooring performs best and will have normal movement when the interior site environment is controlled to stay within 30 percent relative humidity and 50% relative humidity, and between 15º C and 26º C.

Coverage under this warranty requires compliance at the installation site with these site conditions for at least three (3) days prior to and at all times during and after installation of the floor. The use of humidification or dehumidification devices or systems may be required, depending on your specific environmental conditions. Failure to comply with these requirements at all times shall void this warranty and any related warranties, may result in structural damage to your flooring, and is likely to cause any gaps, splits, splintering, cupping, and checking to become visible. Flooring formats offered by the manufacturer, such as wood-based composites and engineered construction, while offering advantages in stability and installation options, can abnormally and excessively shrink or swell as a result of failure to maintain the proper environmental conditions at the installation site, as set forth herein. Those defects which arise due to failure to properly maintain the required environment conditions are not considered a defect under this warranty and will not be covered. If you have concerns as to whether you have the ability to maintain the necessary temperature and relative humidity levels in the property in which your floors will be installed, PLEASE DO NOT INSTALL THE FLOORS PRIOR TO CONFIRMING THAT ALL NECESSARY ENVIRONMENTAL REQUIREMENTS CAN BE MET AND MAINTAINED FOR THE LIFE OF YOUR FLOORING.

**Limited Structural Integrity Warranty For as Long as You Own Your Floors**

The manufacturer warrants to the original end user of its products that the manufacturer Engineered Hard-Wax Oil Finished Floors ("Flooring"), in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring (except as otherwise noted below). This warranty is subject to standard trade allowance of up to 5 percent (5%) margin for natural or other imperfections or manufacturing defects, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds five percent (5%) of the total Flooring purchased and installed.

**25-Year Residential Surface Finish Limited Warranty**

The surface finish for Flooring purchased for residential use is warranted by the manufacturer not to wear through or separate from Flooring under normal residential traffic conditions for 25 years from the date of retail purchase so long as all care and maintenance instructions provided by the manufacturer are followed. Failure to care for and maintain your Flooring pursuant to the manufacturer instructions may void this warranty. This "wear through" warranty is subject to a standard trade allowance of up to 10 percent (10%) of the total Flooring area and excludes stairs, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds ten percent (10%) of the total Flooring purchased and installed and stairs shall not be covered at all.

**3-Year Commercial Surface Finish Limited Warranty**

The surface finish for Flooring purchased for commercial use is warranted by the manufacturer not to wear through or separate from Flooring under normal commercial traffic conditions for 3 years from the date of retail purchase so long as all care and maintenance instructions provided by the manufacturer are followed. Failure to care for and maintain your Flooring pursuant to the manufacturer instructions may void this warranty. This "wear through" warranty is subject to a standard trade allowance of up to 10 percent (10%) of the total Flooring area and excludes stairs, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds ten percent (10%) of the total Flooring installed and stairs shall not be covered at all.

**WARRANTIES APPLY TO ORIGINAL END USER ONLY**

All Flooring warranties, including any implied warranties, apply to the original end user of the Flooring only. All warranty coverage terminates if you sell, transfer, or otherwise convey the Flooring or the property to which the Flooring is attached. The manufacturer shall be permitted the opportunity to conduct or cause to be conducted any inspections deemed reasonable or necessary by the manufacturer on all warranty-related product claims, and claimant agrees to allow a reasonable sample of installed Flooring planks to be removed and taken for analysis if determined to be necessary by the manufacturer. Claims will not be considered without such samples when required by the manufacturer. Evaluations for visual issues will be done from a standing position under normal lighting.

Any implied warranties on Flooring, including implied warranties of merchantability and/or fitness for a particular purpose, are limited in duration to the duration of this warranty. Some provinces/states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## WHAT THIS WARRANTY DOES NOT COVER

In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided with the Flooring. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of the manufacturer  Flooring products, whether from an authorized dealer or not. the manufacturer  offers no additional warranties, express or implied, other than those set forth herein. Neither your dealer, retailer, nor anyone else except the CEO and President of the manufacturer have the authority to alter the terms of this warranty.

Any representations or promises made by your retailer or installer are not binding on the manufacturer. This warranty does not cover minor separations between boards due to normal expansion and contraction that wood floors may experience based on weather conditions, environmental conditions, or other outside forces. This warranty does not cover cupping, delaminating, crowning, gapping, splitting, or checking that become visible due to excessive moisture, lack of moisture, low humidity, improper subfloor preparation, or other site conditions. This warranty does not cover damage resulting from the failure to properly maintain Flooring and may be voided due to failure to follow all the manufacturer care and maintenance instructions.

This warranty does not cover damage caused by improper or incorrect use or application of any product on Flooring.

This warranty does not cover any noise and/or sound issues related to the Flooring (e.g., squeaking or hollow sounds). the manufacturer makes no representations regarding the suitability of the Flooring with regard to sound transmission or abatement, nor does the manufacturer make any warranty regarding the Flooring's ability to meet or exceed any sound transmission or abatement requirements which may apply to your property or which may otherwise be desired by you.

This warranty does not cover naturally occurring elements of wood flooring.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring.

This warranty does not cover any defects unless the square footage of such defective flooring exceeds 10 percent (10%) of the total square footage of your purchased Flooring, except as otherwise set forth herein.

This warranty does not cover manufacturing defects in Flooring that has been installed when such defects are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify the manufacturer of any such manufacturing defects before installing Flooring. If not properly notified of such visible or readily discoverable defects or issues, the manufacturer shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective Flooring and this warranty shall be voided with respect to such defects.

This warranty does not cover variances in grain or color found between samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you. This warranty does not cover any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time. the manufacturer does not guarantee filler to be permanent, as it may require occasional touch up maintenance which is not covered by this warranty. This warranty does not cover indentations, scratches, or other damage caused by negligence, intentional acts, water, sand, abuse, or other misuse of the Flooring.

This warranty does not cover damage resulting from the failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives and moisture barriers. We recommend the use of Silane-based adhesives recommended by the manufacturer for the installation of your the manufacturer hardwood flooring. We also recommend that you use Osmo products to clean and maintain your Flooring. Use of cleaning or maintenance products other than those specially formulated for the Flooring, or improper use or application of any cleaning or maintenance product, may cause damage to the Flooring and may void this warranty. NEVER STEAM CLEAN OR STEAM MOP.

This warranty does not cover damage resulting from the application of adhesive tape of any kind on the Flooring for any period of time. Such application, and subsequent removal, may result in removal of or damage to the finish.

This warranty does not cover special, incidental, or consequential damages of any kind. Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation may not apply to you.

THE MANUFACTURER HARDWOOD FLOOR LIMITED WARRANTY

Certain Flooring is warranted for use with radiant heat systems. If such Flooring is installed over a radiantheat system, the surface temperature of the Flooring must never exceed 26° C. Dramatic temperaturechanges may damage the Flooring. Flooring must be heated gradually in 3º C increments. We recommend adedicated thermostat be installed to allow the temperature of the radiant heat system to be accuratelycontrolled. For warranty coverage to apply, the Flooring must be authorized for use with a radiant heatsystem and the installation must conform to the manufacturer Special Instructions for Installations overRadiant Heat Systems, including the placement of approved under-floor heat sensors. Please confirm withyour retailer that your Flooring is warranted for use with Radiant Heat Systems before installing the Flooring.

## WHAT THE MANUFACTURER WILL DO

the manufacturer will, at its option, either repair and/or replace the Flooring which is defective or credit youfor the portion of the purchase price attributable to the Flooring which is defective, and will, in the manufacturer sole discretion, either provide the labor necessary to repair or replace such defective Flooring orcredit reasonable labor and associated shipping charges, in an amount determined to be reasonable in thesole discretion of the manufacturer, to you. Under no circumstances shall the manufacturer be liable to you forany other costs relating to any defects in the Flooring, including but not limited to costs of hotels oralternative housing requested or required during the inspection and/or repair process, removal of anyhousehold fixtures, furniture, or other items required to allow for the repairs or replacement to take place, removal or replacement of cabinets, islands, countertops, baseboards, or other fixtures or property whichare built over or on top of the flooring or which may otherwise need to be removed to repair or replace theFlooring, cleaning fees, or other costs which may be incurred directly or indirectly as a result of the repairand/or replacement of all or any part of your flooring. Under no circumstances shall the manufacturer beresponsible for costs or fees in excess of the total amount of the purchase price of your Flooring. Due to theunique nature of the flooring products offered by the manufacturer , the manufacturer does not warrant orrepresent that any Flooring offered to repair or replace any portion of your Flooring will match the originalFlooring in terms of color, tone, pattern, or other natural characteristics of wood. These remedies are yoursole and exclusive remedies under this warranty.

## MAINTENANCE OIL REQUIREMENT

This warranty shall apply only if the flooring has been protected and maintained using Osmomaintenance oil or other the manufacturer approved maintenance products in accordance with the careinstructions provided. Failure to use Osmo maintenance oil or the manufacturer approved maintenanceproducts, or to follow the prescribed maintenance schedule, shall void this warranty with respect to anyclaims arising from lack of proper maintenance.

Where possible, any complaints made under this warranty will be resolved within 30 days. However, due tothe nature of certain complaints and/or forces outside the manufacturer control, certain complaints may takelonger to resolve.