

# 5 Year Commercial Use Warranty

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### 1. Scope of application

This commercial use warranty is offered by us and is worldwide applicable. This warranty applies to our laminate flooring, solid wood flooring and engineered wood flooring purchased from authorized dealer and installed and used in commercial area. Commercial area is defined as: use in environments (which do not experience heavy commercial traffic) such as those outlined in the application table below. Applications considered “industrial” do not qualify for warranty coverage.

Examples of business type commercial use	Recommended application
Med clinic, retirement centers, Doctor’s offices, Hospice, Assisted living.	All non-required “clean room” areas – Corridors, patient rooms, lobby, waiting rooms, cafeteria, exam rooms, common areas.
Professional offices (i.e. accountants, lawyers, etc.), banks.	Offices, hallways, lobby, reception areas, break rooms, conference rooms.
Boutiques, retail store, art galleries, book-stores, coffee shops, gift shops, jewelry stores, beauty salons, barber shops.	Dressing rooms, entire store.
Apartments, condos, military housing.	Any room in these segments will be suitable, including common areas excluding bathrooms.
Hotel, motel, restaurants.	Guest rooms, lobby, hallways, elevator.
Daycare, school, universities, libraries.	Dorms, common areas, cafeterias, class rooms, auditoriums, libraries (excluding gymnasiums).

## 2. Warranties

### 2.1 Wear warranty

We warrant to the original purchaser that the wear layer on our flooring:

- Will not wear through the decorative surface (laminated flooring) or through the raw wood (solid wood, engineered or butcher block flooring). Scratches, indentation or reduction in gloss level is not considered wear.
- Will not fade as a result of direct sunlight or normal indoor lighting.
- In its original manufactured conditions, will be free from manufacturing defects.

Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

### 2.2 Structural warranty

We warrant the original purchaser that our flooring:

- Will not delaminate.
- In its original manufactured condition, will be free from manufacturing defects.

Starting from the date of purchase, but only if no exclusions are applicable and only if all conditions are fulfilled.

### 2.3 Installation over a radiant-heated subfloor warranty

We warrant to the original purchaser starting from the date of purchase, the floor can be installed over a radiant-heated subfloor, but only if no exclusions are applicable and only if all conditions are fulfilled. This radiant-heated subfloor warranty is only applicable when at least the following cumulative requirements are fulfilled.

- The radiant heating system has to be a water pipe radiant heating system (this means for example that we do not warrant installation over electrical radiant heating systems).
- The radiant heating system must incorporate electronic temperature controls.
- Prior to installation of the flooring over a radiant heating system, the boxes containing the flooring must be opened for 2-3 days in order to make it possible for the flooring to acclimate to a relative humidity level that has to be between 40% and 65% and to a room temperature that has to be between 65 and 75 degrees Fahrenheit (18-24 degrees Celsius). Those humidity and temperature conditions must be maintained during and all the time after installation.
- Before installing over newly constructed radiant heat systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heat system. Then set the thermostat to a comfortable room temperature for the installation. It is recommended that the radiant heat be applied in a gradual manner after installing the flooring. Refer to the radiant heat system's manufacturer recommendations for additional guidance.
- The surface temperature of the system does not exceed 81 degrees Fahrenheit (27 degrees Celsius).

**Exclusion: Solid wood and butcher-block wood flooring with click are not covered by this installation over radiant-heated subfloor warranty.**

## 3 Exclusions and conditions

### 3.1 General exclusions and conditions

- Damage arising by not following relevant installation, care, maintenance and use instructions of the present warranty and the installation instructions provided.
- Damage arising from improper installation (for example installation on an unlevel subfloor and installation when there is not sufficient perimeter expansion zone), improper care, improper maintenance or improper use.
- Damage arising because the flooring is exposed to extreme cold (beneath 50 degrees Fahrenheit/10 degrees Celsius), extreme heat (above 95 degrees Fahrenheit/35 degrees Celsius), extreme dryness

(beneath 40% relative humidity), extreme humidity (above 65% relative humidity).

- Damage caused by exposure to excessive moisture (for example excessive moisture in a concrete slab, excessive moisture from hydrostatic pressure, flooding, standing water, water underneath the flooring, excessive moisture as the result of malfunctioning appliances such as dishwashers, ice makers, refrigerators, sinks, pipes).
- Hollow sounds, noise, popping, squeaking, etc. (this is normal and caused by variations in humidity and temperature).
- Damage caused by spills (for example pet urine) which are not removed promptly.
- Normal wear and tear of the flooring.
- Normal changes in color, gloss, grain pattern and tone (this is normal for flooring as it ages).
- Flooring area in direct sunlight for much of the day (Sunrooms, etc.) not glued or nailed down on the substrate with premium flooring adhesive.
- Damage arising because the flooring is installed in an outdoor area, a solarium, a porch, a garage or areas similar to all of these.
- Damage arising because the flooring is not used under normal conditions.
- Damage arising from accidents, abuse, misuse, or the use of strong chemicals.
- Damage caused by an act of God (for example a natural disaster).
- Damaged or planks coming apart at the seams because they have been engaged/disengaged more than three times.
- Damage caused by vacuum cleaner beater bars or hard plastics, or metal caster wheels.
- Differences in aspect, color, gloss, grain pattern and tone with the reference flooring sample in for example the store or showroom.
- Flooring that has been damaged or neglected during transportation.
- Scratches, marks, stains and other damage caused by exposure to “abrasives” such as pebbles, grit, sand, high heeled shoes, furniture, etc.
- Indentations.
- Damage to click joints or indentation due to heavy rolling loads.

This warranty is valid only to the original purchaser. It is not transferable and only applicable to the first installation of the flooring. The affected area must be visible and cover an area bigger than one square inch (25 square millimeters). This warranty does not apply to any products designated as B grade, cabin grades, closeouts, seconds, factory special, non-standard items and flooring sold “as is”.

It is the responsibility of the purchaser and the installer, whether they are professionals or a do-it-yourselfers, to inspect all flooring and flooring accessories before installation. If during inspection the purchaser or the installer knows/discovers, or can reasonably be supposed to know/discover (for example when the defect is visible), that the flooring has a visible manufacturing issue, do not install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring of which the purchaser or installer knew/discovered, or can reasonably be supposed to have known/discovered, that there was something wrong with it. In such case we only warrant the part of the flooring which has not been installed yet.

We do not allow or authorize any other person or entity to alter the obligations and limitations in this warranty. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose are limited to this express warranty. However, some jurisdictions do not allow exclusion or limitation on how an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We expressly exclude and will not pay consequential or incidental damages under this warranty. By this we mean for example loss, expense, inconvenience or damages, other than to the flooring itself, that may result from a defect in the flooring. However, some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We reserve the right to inspect the flooring and to remove samples for additional evaluation, if we consider this necessary. Any attempt to repair, replace or refinish the flooring without our consent will void this warranty.

The failure of either party to enforce any of the provisions of this warranty agreement shall not be construed as a waiver of such provision or a waiver of the right of any party thereafter to enforce each and every provision. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. We will always respect these other rights.

No implied warranties extend beyond the term of this written warranty.

### **3.2 Extra condition only applicable to solid wood and engineered wood flooring**

Wood is a product of nature, standard industry practice allows up to 5% of the flooring to possibly contain excessive knots, blemishes in finish, grain issue, split tongue, etc. We will only replace the wood flooring or refund the purchase price of the material that is deemed not to meet the regular quality standards in excess of this accepted deviation of 5%.

Also since wood is a product of nature, it is possible that the reference flooring sample in the store, showroom, etc. shows variations from the purchased product, for example in terms of color and aspect. Such variations are not a manufacturing defect, thus not warranted.

## **4 What you should do if any of the above listed problems occur**

You should notify the original dealer of the defect within 30 calendar days after you know/discover the defect and within the validity period of this warranty. Your dealer can answer your questions and, if necessary, start to process a claim. If your notification takes place outside this period, our warranty will not be applicable.

In order to enjoy the warranty you are obligated to present:

- A valid proof of purchase in the form of the sales receipt for the flooring and other accessories related to the installation which may affect the installation quality such as but not limited to adhesive, molding, underlay, moisture barrier, molding, etc
- A detailed description of the defect and/or a photograph or sample of the flooring that clearly shows the defect.
- Provide additional information requested by the factory to understand the root cause of the issue.

## **5 What we will do**

If we honor a claim under this warranty, we will - at our sole discretion - repair, refinish or replace the defective material or we will refund the price of the flooring. If the flooring was originally installed by a certified professional installer and if there is a justified claim within the first 36 months from the date of the original purchase, we will also pay the reasonable labor costs to perform the repair, refinish or replacement.

This repair, refinish, replacement or refund will be a pro-rated percentage cost of the flooring and labor cost. This percentage is determined by the number of years remaining on the warranty and the length of the warranty. For example, if the claim is made 3 years after purchase on flooring warranted for 15 years, then we 80% (12/15<sup>th</sup>) of the flooring cost will be considered.

For Lifetime limited warranty products, the pro-rated warranty will apply for the first 30 years after the date of purchase. After those 30 years and until 50 years, the repair, refinish, replacement or refund will be maximum 5% of the original flooring purchase amount.

This warranty is limited to the designs, colors, structures and styles available at the time of repair, refinish or replacement. If the original is no longer available, we have the right to substitute another design, color, structure and style that is similar to the original and that has a similar value. We will always try to take into account the wish of the customer.