



Limited Commercial Warranty

Introduction

Ua Wood Floors, Inc. (hereinafter Ua Floors) manufactures all of its flooring under the strictest quality control. You will find our flooring to be milled very exactly with very few defects compared to industry standards.

What this warranty covers:

This warranty covers all Ua Floors engineered wood flooring crafted after May 1, 2003 and purchased from a Ua Floors Authorized Dealer in the USA or Canada. Outs, seconds, "tavern grade", or factory specials sold "as is" are all excluded from this warranty.

Who this warranty covers:

This commercial warranty only covers the original buyer/installation site owner when the flooring is installed in a light commercial environment, such as business offices, clothing and/or toy stores or other non-food service stores in shopping malls.

Pre-Installation Warranty:

It is the duty of the installer to inspect all flooring before installation. If, during inspection, the installer or buyer feels the flooring is the wrong color, improperly manufactured, has finish problems, is off-grade or is the wrong gloss level, do NOT install the flooring. Please immediately contact the retailer or distributor from which the flooring was purchased. No claim will be accepted for flooring that is visibly wrong if such flooring is installed. Installed flooring is deemed to be visibly acceptable. Since wood is a product of nature, not plastic, industry standard practice allows for up to 5% of flooring shipped to have milling, handling, finish and/or grade defects. This warranty applies only to material that is in excess of 5%. Ua Floors will replace or refund the purchase price of material deemed to be defective in excess of this 5%.

Why does the industry allow up to 5% defects?

When flooring is installed, naturally a certain percentage goes to cross cutting and fitting waste. Another small percentage of the flooring will go into closets and other unseen areas. It is assumed that an experienced installer will cross cut out small defects during fitting or put visibly unusual pieces in seldom seen or unobtrusive areas. By not removing 100% of the defects in the factory, we help save precious natural resources as well.

Finish Warranty:

The pre-installation warranty above covers the replacement/refund for any flooring returned in excess of 5% of the total flooring shipped with visible defects. This includes visible finish defects, prior to installation. Ua Floors also warrants to the original purchaser that the finish will not blister or peel off for ten years under light commercial use. See exceptions under the "Exclusions" heading. In addition, Ua Floors warrants to the original purchaser that our finish will not wear through for ten years. If there is a problem with wear through, it must exceed 10% of the surface area for this warranty to cover. Changes in gloss level are not covered under this warranty, including shiny spots that might develop if you too aggressively rub in one spot. Because of this, any installation glue should be removed immediately and not allowed to dry. Over time it is normal for gloss levels to change and as such is not warranted against.

Lifetime Structural Warranty:

Ua Floors offers a lifetime warranty to the original purchaser that our engineered flooring products will not delaminate. Delamination is when any of the multiple layers making up the piece of flooring separates. All of our engineered flooring is manufactured to exterior/marine use standards. We are very confident in the high quality of the waterproof adhesive used to laminate all layers together. This warranty does not cover whole pieces of flooring coming off of the sub-floor, which is a problem with the installation process or glue, not our manufacturing process.

Although we guarantee our product will not delaminate, if our flooring is exposed to extreme humidity (whether from a wet subfloor or flooding of your residence) or extreme dryness (less than 35% relative humidity) you will see slight shrinkage, swelling, or cupping. Wood is naturally hydroscopic (similar to a sponge) and such shrinkage, swelling, or cupping due to extreme variations in humidity is to be expected and is not warranted for. Normally, the problems will solve themselves once humidity returns to the normal range of 40% to 60% relative humidity. Damage due to flooding might be covered by your insurance policy.

Exclusions:

Claims for flooring pieces installed even though there are visible defects. It is the installer's responsibility not to install pieces with visible defects; please do not use them. Flooring, once installed, is deemed visibly acceptable.

Claims made on flooring pieces installed with excessive color/grain variation. It is the installer's responsibility to install the flooring in a random and harmonious mix.

Color changes in the wood as it ages or is exposed to sunlight or differences in the color and/or grain patterns of the installed floor compared to showroom samples, as the color of the showroom samples change over time to the patina of a partially or fully aged floor.

Excessive swelling and/or shrinkage or other movement such as cupping or bowing in the flooring due to extreme changes in relative humidity. Relative humidity outside the recommended range of 40% - 60% will normally cause such problems. These problems will normally resolve themselves when the relative humidity returns to the recommended range.

Excessive swelling, cupping or other such movement due to a wet sub-floor or moisture from above such as from spills, too much wet mopping, pets, or flooding.

Insect infestation if it happens after the date that the flooring passes out of Ua Floors' control.

Damage, excessive movement or defects caused by:

- improper handling during shipping or storing after the date that the flooring passes out of Ua Floors' control.
- improper preparation or excessive moisture content of the surface on which this product is installed.
- too much moisture from natural disasters such as flooding, broken pipes, etc. In these cases please contact your homeowner insurance company.
- excessive wet mopping or failure to cleanup spills and standing water.
- improper installation whereby Ua Floors' installations instructions are not followed.
- improper maintenance and failure to follow Ua Floors' maintenance instructions.

Finish Damage & Wear caused by:

- Extreme abuse /abnormal wear including, dropping or dragging heavy objects, improper maintenance, failure to protect entry & high wear areas with mats, etc. as per Ua Floors' maintenance instructions.
- Improperly refinishing the floor. The installer or refinisher must test the finish they want to use to make sure bonding and adhesion have no problems first. Also, the installer or refinisher has the responsibility to get approval of the homeowner / site owner regarding appearance of the new finish or stain.

The small print:

Ua Floors neither assumes nor authorizes any other person or entity to assume for it any other obligation in connection with the sale of this product. 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 in duration to the duration of this express warranty. Some states do not allow limitations on how an implied warranty lasts, so the above limitation may not apply to you. Ua Floors' obligation under this warranty shall be limited to, at its options, providing replacement of shortages, exchange of defective products, or refund of purchase price for flooring with visible defects returned to Ua Floors prior to installation. For flooring with delamination and finish problems which occur after installation and not visible prior to installation, Ua Floors, at its option, will either repair or replace the defective flooring and/or refinish the defective finish. Ua Floors assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. The sole purpose of the remedy provided herein is the replacement/repair of defective products or refund of purchase price. This remedy shall be the buyer's exclusive remedy, and shall not be deemed to have failed of its essential purpose so long as Ua Floors is willing to replace/repair such defective goods or refund the purchase price. This warranty does not apply to any product or products designated as seconds, special or nonstandard items. Any product or products so designated are sold "as is". In order to get performance under this warranty, the person seeking performance should first contact the dealer from whom they purchased the flooring. You may also contact Ua Floors directly by fax, e-mail or telephone at:

Fax: 1-770-234-6219 e-mail: us.sales@uafloors.com Tel: 1-877-519-2723.

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. The failure of either party to enforce any of the provisions of this agreement shall not be construed as a waiver of such provision or of the right of any party thereafter to enforce each and every provision. The terms of this agreement may not be extended, discharged, amended or modified, in any way, except by a writing signed by an authorized representative of each party. This agreement shall be construed in accordance with the law of the State of Pennsylvania.