

The warranties described apply to the original purchaser only and are subject to the Procedures, Limitations, Exclusions, and Disclaimers as set forth herein. These limited warranties are not transferable or assignable. The warranties are applicable to "First Quality" Cumberland Products Group, LLC d/b/a American OEM ("American OEM") approved products only, purchased after January 1st, 2015 for light commercial use. For complete list of commercially approved products, contact American OEM.

#### LIMITED WOOD WEAR LAYER WARRANTY

##### **7-Year Limited Wear Layer Warranty for 3/8" Engineered products**

##### **25-Year Limited Wear Layer Warranty for 1/2" Engineered products**

American OEM warrants to the original purchaser only that American OEM's 3/8" thick floors will not wear through the top of the veneer within 7 years and American OEM's 1/2" thick floors will not wear through the top of the veneer within twenty-five (25) years from the date of installation. Wear is defined as at least 0.1-inch surface wear-through over at least 5% of the area of the total floor installation for a project. Additionally, American OEM warrants the structural integrity of the floor against delamination of the top ply of veneer for a seven (7) year period for 3/8" thick products and a twenty (20)-year period for 1/2" thick products.

#### LIMITED FINISH WEAR WARRANTY

The products finish is warranted to the original purchaser for three (3)-years against wear-through from the time of purchase. Finish wear-through is defined as 100% finish removal over at least 3% of the area of a total floor installation for a project. NOTE Gloss reduction or surface scratches in the finish are not considered surface wear and are not covered under this warranty. Dull finish can be corrected with spot or overall recoating care systems. American OEM's floors are not recommended for applications such as areas of intense or extremely heavy foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty.

#### **Register the Job Site**

Please let us know the exact location and the precise date of the installation so that we can include them in our records.

American OEM's sole obligation under this limited light commercial warranty is to either: (1) provide flooring planks to replace the actual planks that failed to meet the applicable warranty (the "defective planks") or (2) refund the purchase price (as described below) if American OEM determines that it is not commercially practical to provide replacement planks. American OEM shall have the sole authority to select replacement flooring products. American OEM shall not be responsible for any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. The

term "refund of the purchase price" shall mean the amount that the purchaser paid for the defective planks (as either established by the purchaser's original invoice or by American OEM using its standard pricing tables in lieu of an original invoice) prorated over the remaining life of the term of applicable limited warranty. American OEM makes no warranty other than the warranties described in this document and assumes no responsibility beyond providing replacement flooring or refund of the purchase price sufficient to satisfy the warranty claim.

## **WARRANTY EXCLUSIONS**

Wood is a natural product containing natural variations in color, tone, and graining. American OEM does not warrant against natural variations in color, mineral streaks, small knots, and grain variations from plank to plank. Nor does American OEM warrant against natural variations, color, gloss level, or u.v. discoloration between samples/ models and installed flooring. Any sample or model is for demonstrative purposes only, and such sample or model does not create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed.

**The warranties for these flooring products shall be void under the following circumstances:**

### **Improper Installation**

Installation must be in accordance with the current American OEM installation instructions included in the cartons of material or the warranty is voided. In addition American OEM is not responsible for material installed with visible defects. Damage caused by improper storage, handling, or installation methods invalidates these warranties.

### **Improper Maintenance**

Failure to maintain the flooring products in accordance with a commercial floor care system approved by American OEM will void the warranty. Damage to the flooring such as dents, scratches, or dulling of the finish (loss of gloss) are NOT covered. Wet or damp-mopping the floor with water or other substances will also invalidate these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hardwood cleaning machines, autoscrubbers; use of non-recommended maintenance and floor-care products including but not limited to oil soaps, liquid or paste wax products, or other commercial cleaners that contain acrylic; neglect or abuse including but not limited to taking proper precaution to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects, furniture, or appliances.

**Improper Environment** - American OEM floors are not warranted against damage caused by manmade or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation or standing water during or after construction or normal wearing of the finish in high traffic areas, pivot points and seating areas; or other extraordinary circumstances such as extreme low humidity (below 35% for an extended

period of time). In extreme low humidity conditions (below 35%), planks may shrink and or exhibit surface checking even after the humidity returns to a normal level. The sun and its UV rays cause the aging of wood and therefore can cause the stain and/or wood to fade and/or change color; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties.

## WARRANTY DISCLAIMERS

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. AMERICAN OEM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. AMERICAN OEM SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALL COVERINGS, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF ANY FLOORING PRODUCTS. THE REMEDIES AS MORE FULLY DESCRIBED IN ABOVE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH BY AMERICAN OEM OF ANY EXPRESSED AND/OR IMPLIED WARRANTIES THAT MAY PERTAIN TO THE FLOORING PRODUCTS. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE FLOORING PRODUCTS. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF TENNESSEE OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF TENNESSEE.

## **Please read the following information in regard to the proper maintenance of your wood flooring.**

In order to protect your new hardwood floor and to keep it looking new, it is important to follow some basic procedures to protect it for years to come. Our factory finish is one of the most advanced finishes made today. The finish contains aluminum oxide which offers increased protection that allows for a better wearing finish, yet the finish is still capable of scratching and losing some of the gloss level. By simply following our recommendations the floor will give you years of service.

## RECOMMENDED COMMERCIAL FLOOR CARE INSTRUCTIONS

### Preventative Care

1. Prior to placing furniture, heavy objects, or equipment on the hardwood floor, floor protectors should be placed on all legs or corners to prevent scratching or denting of the hardwood floor. Do not slide or drag objects across floor as they may scratch and/ or dent the hardwood flooring.
2. Place commercially rated mats at all exterior entrances to absorb street dirt and moisture. The mats need to be periodically cleaned, changed, or dried out as often as needed. In addition place mats at high-wear traffic areas and/or pivot points. Example – checkout counters. Keep in mind that mats or area rugs may cause color differences due to variation in light exposure.
3. Maintain a humidity level between 35% - 55% Relative Humidity to help reduce and minimize gapping which can be more noticeable on lighter colored woods or stains.
4. When possible avoid direct sunlight from hitting the surface of the flooring as Ultraviolet light can change the appearance of wood flooring causing discoloration.

### Routine Maintenance

1. Sweep, vacuum, or dust mop daily to remove loose dirt or grit from the surface of the flooring. Doing so will help to prevent wear and scratches on the finish. Use only a soft bristle type broom or vacuum attachment that is recommended for hardwood floors. For dust mopping use only an untreated electrostatic type dust mop such as Swiffer® distributed by Proctor & Gamble. For information on Swiffer call 1-800-214-8734. Scrubbing machinery or power scrubbers are not recommended to clean the floor.
2. Blot up liquids immediately with a clean dry cloth. Do not allow spills or puddles to remain on the floor for an extended period of time as it may cause damage to the wood flooring.
3. For routine cleaning — Use the Bona® Swedish Formula® Hardwood Floor Care System or Basic Coatings Squeaky Cleaner. For information on Bona Kemi products call 1-800-574-4674 (8-5 MST) or go to [www.bonakemi.com](http://www.bonakemi.com) Information on Basic Coatings can be obtained by calling 1-800-441-1934 (8-5 CST) or visit [www.basiccoatings.com](http://www.basiccoatings.com)
4. Apply Hardwood Floor Cleaner to a clean rag to remove heels marks or stains.
5. Do not damp mop floor with water or allow water to remain on the floor as it may damage the flooring. Avoid the use of products that contain oils or wax that may leave a residue allowing the floor to be slippery or sticky and in addition these materials may prevent future coats of finish from properly bonding to the original factory finish.

## REPAIR PROCEDURES

Use of fillers or touch up kits available can help to repair minor scratches and/ or gouges in the floor. In the event that a board has become damaged beyond repair it is possible to remove an individual board and replace it with a new one according to our installation instructions regarding single board replacement.

## RECOATING PROCEDURES

When the hardwood floors have lost their shine, they usually can be recoated to restore the desired gloss level using the Bona Prep™ system with Bona Traffic™ or Bona Strong™ finishes or Basic Coating's Tykote® System with Street Shoe® or Street Shoe® XL. Prior to recoating the floors the finish manufacturer instructions must be followed properly to help ensure a successful application of finish.

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