

AMERICAN SPIRIT WOOD FLOORS WARRANTY

Congratulations, your new American Spirit engineered hardwood floor is certified to meet all the requirements established in American National Standard ANSI/HPVA EF 2012 or ANSI/HPVA EF 2020, whichever is later. A copy of the Standard can be obtained at <https://www.hpva.org/product/hard-copy-material/american-national-standard-engineered-wood-flooring-ansihpva-ef-2012>.

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" American Spirit approved products only, purchased after January 1st, 2020 for residential or light commercial use.

LIMITED WOOD WEAR LAYER WARRANTY

35-Year Limited Residential Wear Layer Warranty, 5-Year Limited Commercial Wear Layer Warranty

American Spirit warrants to the original purchaser only that its floors will not wear through the top of the veneer within thirty-five (35) years from the date of installation. Wear is defined as at least 1.5 mm surface wear-through over at least 5% of the area of the total installation for a project. Additionally, American Spirit warrants the structural integrity of the floor against delamination of the top ply of veneer for a thirty five (35)-year period.

LIMITED FINISH WEAR WARRANTY

The product's finish is warranted to the original purchaser for five (5)-years against wear-through from the time of purchase on light commercial applications and thirty five (35)-years on residential applications. Finish wear-through is defined as 100% finish removal over at least 5% of the area of a total floor installation. 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.

LIMITATIONS

Small splinters may naturally occur and are not uncommon in hardwood floors, especially in dry climates. American Spirit hardwood may have small splinters that are less than 12" long but these should not be widespread - defined as on more than 5% of the total boards. Homes with dogs will experience more splintering, as pet toenails can pull them up from the face and edges of the planks. Wet mopping with water or non-approved cleaners will cause splinters to form in all wood floors and invalidates this warranty.

Our products are natural and therefore not recommended for exterior applications or areas with heavy commercial foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty. If installed in these areas, protective mats should be utilized to cover the high traffic areas or the finish will wear quickly.

American Spirit's sole obligation under this limited light commercial warranty or residential 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 Spirit determines that it is not commercially practical to provide replacement

planks. American Spirit shall have the sole authority to select replacement flooring products. American Spirit 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 Spirit using its standard pricing tables in lieu of an original invoice) prorated over the remaining life of the term of applicable limited warranty. American Spirit 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 Spirit does not warrant against natural variations in color, mineral streaks, small knots, and grain variations from plank to plank. Nor does American Spirit warrant against natural variations, color, gloss level, or UV 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. You should inspect the actual floor prior to installation and return it for replacement or refund if found to be unacceptable.

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

Improper Installation

Installation must be in accordance with the current American Spirit installation instructions included in the cartons of material or the warranty is voided. In addition, American Spirit is not responsible for material installed with visible defects. Damage caused by improper storage, handling or installation methods invalidates these warranties. Flooring must be installed in heated and conditioned spaces (indoors only) where the HVAC system has been operating for at least seven days.

Improper Maintenance

Failure to maintain the flooring products in accordance with a commercial floor care system approved by American Spirit 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 non approved cleaning systems (see Section 5. below for approved wet cleaning systems) will also invalidate these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hardwood cleaning machines, auto-scrubbers; 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 Spirit 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. Radiant Heat systems must be installed according to the NWFA recommendations and maintained in a way that does not shock the wood by increasing temperature too drastically. Using humidifiers may be required to maintain ambient humidity which is the sole responsibility of the homeowner. 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. **Mold and/or mildew are not covered under this warranty nor is any condition for which there is coverage under your homeowners insurance.**

WARRANTY DISCLAIMERS

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. AMERICAN SPIRIT 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 SPIRIT 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, CONTAMINATION FROM DRYWALL DUST, 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 SPIRIT 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 TENNESSEE 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.

RECOMMENDED FLOOR CARE AND MAINTENANCE PROCEDURES

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 over time. By simply following our recommendations the floor will give you years of service.

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 appropriate mats at all exterior entrances to absorb street dirt and moisture. Commercial applications will require commercially rated mats be utilized. 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. Residential example - in front of kitchen sink or in entryway. Commercial 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. Use curtains or other sun shading devices.

Routine Maintenance

1. Your American Spirit floor can be maintained using a **Swiffer Wet Jet Wood** wet cleaning system. In addition you should sweep, vacuum, or dust mop as needed to remove loose dirt or grit from the surface of the flooring. Doing so will help to prevent wear and scratches in 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, or equivalent. For information on Swiffer call 1-800-214-8734.

*Scrubbing machinery/power scrubbers are not recommended to clean the floor and will void the warranty.

2. Blot up liquids with a clean dry cloth as soon as practicable. Most spills and splatters can be cleaned up with a clean dry or damp cloth. See section 4 for heavier stains.

3. For routine cleaning — American Spirit recommends **Swiffer Wet Jet Wood** cleaning systems (see section 5 below). Bona® Swedish Formula® Hardwood Floor Care System or Basic Coatings Squeaky Cleaner, are also acceptable cleaners but not endorsed for wet cleaning. For information on Bona Kemi products call 1-800-574-4674 (8-5 MST) or go to www.bonakemi.com Information on Basic Coatings can be obtained by calling 1-800-441-1934 (8-5 CST) or visit www.basiccoatings.com

4. Apply Hardwood Floor Cleaner or mineral spirits to a clean rag to remove heels marks or stubborn stains.

5. **Approved wet mopping system: Swiffer Wet Jet Wood** maintenance system is the only wet mop systems endorsed by American Spirit and approved on American Spirit Floors. Do not damp mop your floor with water and/or a string mop or other non-approved wet cleaners or allow excessive water to remain on the floor as it may damage the sub floor or cause mold or

mildew to develop. Your American Spirit floor is not warranted against mold and/or mildew. 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

American Spirit makes a full line of touch up kits and fillers to keep your floor looking new. Use of fillers or furniture touch up kits (like Minwax, or equivalent) 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. It is recommended that an NWFA Certified Professional conduct board replacements to prevent damage to the surrounding planks. Splinters can be cut off and the base touched up with a stain pen or color matched filler.

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, or equivalent. Prior to recoating the floors, the finish manufacturer instructions must be followed properly to help ensure a successful application of finish. American Spirit recommends that recoating be done by an NWFA Certified Professional.