

LIMITED MANUFACTURING AND FINISH WARRANTY

Floor and Décor Outlets of America, Inc. (“Manufacturer”) provides the following limited warranties to the original purchaser (“Purchaser”) of its first grade Timber Harvest factory-finished wood flooring (“Factory-Finished Flooring”) from Manufacturer or from an authorized reseller of Manufacturer. This warranty does not apply to sales from unauthorized internet vendors, other unauthorized resellers, or resellers selling outside of their authorized geographic market. This warranty does not apply to (i) Utility grade flooring or (ii) flooring of Manufacturer sold “AS-IS” as marked on the box, packaging or invoice. This warranty only applies to residential applications, and not for commercial uses of the Factory-Finished Flooring.

Non-Transferable.

Manufacturer’s limited warranty is available only to the Purchaser, and is not transferable by sale or other transfer of the Factory-Finished Flooring.

Manufacturing Warranty:

Manufacturer warrants that its Factory-Finished Flooring, in its original manufactured condition, will be free from manufacturing defects in milling or grading prior to installation. Subject to the warranty exceptions described below, Manufacturer will replace any Factory-Finished Flooring which is shown to have a grading or milling manufacturing defect which is outside of accepted industry standards. Purchaser recognizes that Factory-Finished Flooring is manufactured in accordance with accepted industry standards, which permits a grading/manufacturing defect tolerance not to exceed 5%. This warranty applies only to the original purchaser of the product from an authorized reseller and is not transferable.

All questions or concerns with respect to the milling, grading or color of Factory-Finished Flooring must be resolved prior to installation, and all manufacturing defect claims made under this warranty must be made prior to installation. MANUFACTURER ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE COST OF THE FACTORY-FINISHED FLOORING, REPLACEMENT OR COVER GOODS, AND/OR LABOR WHEN FACTORY-FINISHED FLOORING CONTAINING MILLING OR GRADING DEFECT HAS BEEN INSTALLED PRIOR TO RESOLUTION OF SUCH DEFECT. **THE INSTALLATION OF THE FACTORY-FINISHED FLOORING ASSUMES AND CONSTITUTES FULL ACCEPTANCE OF THE FACTORY-FINISHED FLOORING.**

Finish Warranty:

For the period of time designated for such Factory-Finished Flooring owned by the Purchaser, Manufacturer warrants that the finish on its Factory-Finished Flooring will not wear through to the wood or separate from the wood. **Wire-brushing, scraping or other distressing (“Distressing”) by Manufacturer of any of the Factory-Finished Flooring will affect the finish performance. The raised texture created by the Distressing is susceptible to premature wear (e.g. cracks, chips, separation). This is not considered a finish defect, and over time will enhance the aged appearance of the flooring. Wire-brushing, scraping, distressing or other alteration to finish performed by any party other than the Manufacturer VOIDS the finish warranty.** Warranty is from the date of purchase by the Purchaser. Subject to the warranty exceptions described below, in the event the finish on Factory-Finished Flooring wears through within the warranty period or separates from the wood within the warranty period, Manufacturer, at its election will either (i) re-finish the non-conforming portion of the Factory-Finished Flooring free of cost to the Purchaser, or (ii) replace the non-conforming portion of the Factory Finished Flooring free of cost to the Purchaser. If, upon such refinishing or replacement, the Purchaser is still not reasonably satisfied, Manufacturer reserves the right, in its sole discretion, to refund the purchase price paid by Purchaser for the non-conforming portion of the Factory-Finished Flooring. In any such event, either the refinish or replacement of the non-conforming goods, or refund of portion of purchase price paid by Purchaser for the nonconforming goods, will be Purchaser’s sole and exclusive remedy. Warranty claims for obvious finish defects must be submitted in writing to the Manufacturer within thirty (30) days of the date of original purchase. Manufacturer reserves the right to inspect the material and remove samples for technical analysis. Warranty **does not cover** finished products installed with obvious finish defects.

Manufacturer and Purchaser recognize that naturally occurring wood characteristics such as variations in grade, color, mineral streaks and knots, alter the appearance of the finish. Such characteristics in wood grain are normal and are not covered by this warranty. Due to such wood grain variation or due to printing limitations, actual floor colors may vary from Manufacturer’s samples or pictures.

Finish warranty does not cover defects or damage caused by improper installation of the Factory-Finished Flooring, abuse or improper use of the Factory-Finished Flooring, including but not limited to the use of abrasives on the Factory-Finished Flooring, the use of vacuum cleaners or other mechanical devices, the sliding of heavy objects across the finished product, damage caused by water or moisture changes, damage caused by spiked high-heel shoes, insufficient protection from furniture, pets or other animals, pebbles, sand, dirt or other abrasives, and other forms of abuse or improper use.

Finish warranty does not cover color changes caused by exposure to light, sunlight or ultraviolet radiation. Finish warranty does not cover gloss retention as gloss reduction normally occurs and is not a finish defect.

Finish warranty is void if additional finish material is applied to the Factory-Finished Flooring.

In order to effect this limited finish warranty, Factory-Finished Flooring must be installed in accordance with the hardwood flooring installation instructions published by The Wood Flooring Manufacturers Association (“NOFMA”) or The National Wood Flooring Association (“NWFA”), a copy of which may be obtained at either group’s website, www.nofma.org or www.nwfa.org. Finish warranty is void if Factory-Finished Flooring is not installed in accordance with such installation instructions.

Purchaser is required to care for the Factory-Finished Flooring in accordance with the Wood Floor Care Guide published by NOFMA or NWFA, a copy of which may be obtained at either group’s website, www.nofma.org or www.nwfa.org. Finish warranty is void if Factory-Finished Flooring is not cared for in accordance with such Wood Floor Care Guide.

Limitation of Liability for Manufacturing Warranty and Finish Warranty.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES AGAINST MANUFACTURER AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MANUFACTURER, AND ALL RIGHTS, CLAIMS, AND REMEDIES OF PURCHASER AGAINST MANUFACTURER, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN GOODS PURCHASED BY THE ORIGINAL PURCHASER FROM ANY AUTHORIZED RESELLER OF MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (C) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MANUFACTURER, ACTUAL OR IMPUTED, AND (D) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, THEN ANY AND ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY TO THE EXTENT ALLOWED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

The remedies set forth above shall be the sole and exclusive remedies of Purchaser; however, if a court of competent jurisdiction finds that any portion of this warranty’s limitation is not enforceable against Purchaser, Manufacturer’s liability shall be limited solely to the refinishing or replacement of the non-conforming Factory-Finished Flooring, or an amount equal to cost of the non-conforming Factory-Finished Flooring.