

Limited Warranty

on Floor & Decor “Viviano Collection Floors” Used in Residential and Commercial Installations

THIS LIMITED WARRANTY APPLICABLE TO RESIDENTIAL INTERIOR¹ AND COMMERCIAL INTERIOR² INSTALLATIONS OF THE FLOOR & DÉCOR “VIVIANO COLLECTION FLOORS” (PRODUCT), PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS. IN CASE YOU ARE A CONSUMER³, YOU MAY ALSO HAVE SOME OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.FLOORANDDECOR.COM AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

FOR PRODUCTS USED IN RESIDENTIAL INSTALLATIONS, THE MANUFACTURER WARRANTS THAT DURING THE WARRANTY PERIOD OF SEVENTY FIVE (75) YEARS FROM THE DATE OF THE PURCHASE, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND WILL FIT FOR ITS INTENDED PURPOSE. THE AFOREMENTIONED WARRANTY PERIOD FOR COMMERCIAL INSTALLATIONS SHALL BE FIVE (5) YEARS FROM THE DATE OF THE PURCHASE

HOWEVER, DUE TO THE FACT THAT THE TOP LAYER OF THE PRODUCT IS MADE OUT OF NATURAL WOOD, THERE MAY BE A DIFFERENCE IN APPEARANCE WITH RESPECT TO ITS GRAIN, COLOUR, AND KNOT SIZE, AS WELL AS OTHER CHARACTERISTICS. WHEN SELECTING THE PRODUCT, YOU SHALL BE MINDFUL THEREOF AND SELECT FLOORBOARDS ACCORDINGLY. THUS, THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUCH DIFFERENCES RESULTING FROM THE MATERIALS.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE AND INFRINGEMENT. PLEASE BE ADVISED THAT SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES FOR CONSUMERS, SO IF YOU ARE A CONSUMER, THIS DISCLAIMER MAY NOT APPLY TO YOU; TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

MANUFACTURER RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

The Manufacturer extend this limited warranty only to the consumer who originally purchased the Product (“You”). It does not extend to any subsequent owner or other transferee of the Product (as defined herein).

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the engineered hardwood floor – Floor & Decor “Viviano Collection Floors” (the “Product”) for the Warranty Period as defined below.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to:

a. transportation;

b. storage;

c. improper installation and defect resulting therefrom, including but not limited to:

(i) defects resulting from incorrect installation or use of the floor in conditions inconsistent with those contained in the Installation Instructions or the document Conditions of use of lacquered or oiled floors⁴; (ii) damage resulting from installing the Product on the surface with the use of underfloor heating with parameters inconsistent with those contained in the Installation Instructions, as long as this had an impact on the damage; (iii) missing filling in knots in brushed floorboards, which are a feature of this type of finishing of the Product’s surface layer; (iv) installing the Product despite

¹ In this Limited Warranty, “Residential interior Installation” shall mean installation and use of Product (as defined herein) for personal, family, or household purposes

² In this Limited Warranty, “Commercial interior Installation” shall mean installation and use of Product (as defined herein) for any purpose other than personal, family, or household purposes.

³ In this Limited Warranty, “Consumer” shall mean a buyer (other than for purposes of resale) of Product (as defined herein) for use in Residential Installation.

⁴ Installation instructions are included with each Product package and are also available at www.flooranddecor.com,

visible defects⁵; and (v) damage to the floor due to settlement of the building or uneven subfloor;

d. improper use, including but not limited to damage caused by using the Product in microclimatic conditions (e.g. temperature, relative humidity) not in accordance with the Installation Instructions;

e. improper care or use of improper care products;

f. failure to follow the Product instructions or to perform any preventive maintenance, including but not limited to mechanical damage or scratches caused by cleaning, maintenance, or use in a manner inconsistent with the Installation Instructions and the conditions of use of lacquered or oiled floors;

g. unauthorized modifications, provided that such modifications shall be consented to in writing by us in advance;

h. unauthorized repair, provided that such repair shall be consented to in writing by us in advance;

a. normal wear and tear, including but not limited to: (i) damage caused by staining (e.g. spilled liquids), scratches or dirt on the surface layer (e.g. caused by moving furniture, failure to replace worn felt pads under furniture feet, animal claws, use of unsuitable footwear, use of rubberized barrier matting), changes in gloss or indentations on the wooden floor surface (e.g. caused by falling objects on the wooden floor surface); (ii) creaking of wooden floors due to the natural properties of wood; (iii) cracks and gaps between the boards resulting from natural swelling and shrinkage of the wood due to changes in humidity; and (iv) effects of uneven light reflection on the installed floor, which cannot be measured or which are visible only under specific lighting or at a specific angle ;

b. abrasion (e.g. reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets, spikes or high heeled shoes);

c. external causes such as accidents, abuse, or other actions or events beyond our reasonable control, including but not limited to changes in the color of the wood caused by sunlight, intense lighting or aging processes of the wood and/or the finishing coat; and

d. due to Product being made out of natural raw material such as wood, you shall be aware of the possibility of minor visual variations between the natural wood color, grain pattern, amount or natural characteristics of wood (such as knots, mineral streaks, ray flakes) as shown in the sample display or photographs included in manufacturer and Floor and Décor marketing materials, and the Products offered for sale. Color variations resulting from the natural structure of wood, and differences in the distribution or frequency of natural features of wood between the pattern book or catalogue photographs, and the Product you have purchased are not deemed to constitute Product defects;

e. cupping, delaminating, and/or crowning due to excessive moisture or humidity;

This warranty does not cover manufacturing defects in Product that has been installed (glued/stapled/nailed/floating) even if the owner is not present during installation process. By installing the flooring the Installer/Homeowner constitutes the flooring is acceptable and manufacturer will not be liable for any shipping and handling for any replacement, along with any and all other costs related to the replacing of the Product (e.g., labor to remove and reinstall, additional materials required to install, replacement, removal of any household fixtures or furniture required to repair or replace, hotel stays required due to repair or replacement, etc.).

The Purchaser and the Installer are liable for inspecting the Product prior to its installation and install Product in accordance with the industry guidelines (National Wood Flooring Association's "NWFA"), in particular for checking: the type of finish, type of wood and dimensions in relation to the purchase order and for checking for any visible defects. The Guarantor shall not be liable in case of installation of the Product with visible defects or the Product inconsistent with the Purchaser's purchase order.

Buying a product made of the natural raw material such as wood, the Purchaser should be aware of the possibility of minor visual variations between the natural wood color, grain pattern, amount or natural characteristics of wood (such as knots) as shown in the sample display or photographs included in the Manufacturer's marketing materials, and the products offered for sale.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for seventy five (75) years in case of the Product used in Residential Installations; and five (5) years in case of the Product used in Commercial Installations (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Product during the Warranty Period manufacturer will, in his sole discretion, either: (a) replace such Product (or the defective part) free of charge or (b) repair it by removing defects thereof. We will also pay for shipping and handling fees to return the repaired or replacement Product to you if we elect to repair or replace the defective it. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the purchase price of such Product. If Product was professionally installed and deemed defective, we will also pay reasonable labor costs for the direct repairs (e.g. which are not labor to remove, reinstall, removal of any household fixtures or furniture required to repair or replace, hotel stays required due to repair or replacement) within the first (5) five years of the Warranty Period.

If replaced Product is unavailable or discontinued manufacturer reserves the right to select and supply similar material.

In case the removal of the defects would be impossible, ineffective or would require excessive costs, taking into account the value of the defect-free Product and the type and significance of the defect detected, we will refund the purchase price of such Product limited to the material proration schedule:

1st – 10th Year up to 100%
11th – 15th Year up to 90%
16th – 20th Year up to 70%
21st – 30th Year up to 50%
31th – 40th Year up to 30%
41th – 75th Year up to 10%

⁵ Product with visible defects shall not be installed. Visible defects are those defects, which are visible on the top layer of the floorboard or which prevent installation in accordance with industry standards. Boards with visible defects must be culled out by the installer prior to or during installation.

STORAGE, INSTALLATION, CARE AND OPERATION

In order for the Product to be covered by this Limited Warranty, it is necessary to follow the rules and recommendations on storage, installation, use and care of the Product, contained in the Installation Instructions enclosed with each package and www.flooranddecor.com, and in the guidance "Use of lacquered wood floors" or "Use of oiled wood floors" available at www.flooranddecor.com or from the seller of the Product.

It is recommended that the Product is installed by qualified professionals, who have the appropriate equipment and knowledge of engineered hardwood floors installation.

You shall carefully and diligently follow the installation, care and maintenance instructions for Viviano wooden floors.

Manufacturer shall specify the conditions at the installation site relating to temperature, subfloor humidity and air humidity in the Installation Instructions included in each package of the Product and available at website www.flooranddecor.com,

Product's installer shall follow the rules of installation specified in standards and industry specifications describing the conditions for commencement of engineered hardwood floors works and their execution.

The conditions for the use of wooden layered floors can be found in the Installation Instructions included in each pack of floorboards and on the website www.flooranddecor.com,

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must follow the below procedure:

- a. You must submit your complaint during the Warranty Period in writing or by e-mail within one (1) month from the date of detecting the alleged defect, describing thereof in as much detail as possible;
- b. You shall attach a proof of purchase of Product to your complaint;
- c. The complaint may be submitted to: (i) the retailer from whom the Product was purchased; or (ii)@..... The complaint should include the proof of purchase of the Product and photographic documentation of the alleged defect of the Product;
- d. Floor and Decor shall register the complaint in the timely manner;
- e. Floor and Decor is authorized to inspect the Product at stake at its installation or storage site, notifying you thereof in advance. Please allow us from two (2) to four (4) weeks for the inspection to be performed;
- f. Floor and Decor shall notify you about the manner of handling your complaint;

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

IN CASE YOU ARE A CONSUMER, PLEASE BE ADVISED THAT SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOW DOES STATE LAW APPLY TO THIS WARRANTY?

This Limited Warranty gives you specific legal rights, but in case you are a consumer, you may also have other rights which vary from State to State.

MISCELLANEOUS

Manufacturer reserves the right to discontinue any of its Products without notice and shall not be held liable therefor.

6 Visual inspection of the installed wood floor is carried out in a standing position under natural lighting condition.