

## LIMITED WARRANTY FOR SMITH & FONG FLOORING PRODUCTS

Smith & Fong Company ("Smith & Fong," "We," and "Our") extends this Limited Warranty ("Warranty") to the original purchaser ("You" and its related forms) of Smith & Fong flooring products that are installed at their original installation location. ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDE, APPLICABLE INDUSTRY INSTALLATION STANDARDS OR MAINTENANCE PROCEDURES, OR THE WARRANTY TERMS & CONDITIONS, WILL VOID ANY COVERAGE THAT MIGHT OTHERWISE BE AVAILABLE. This Warranty gives You specific legal rights, and You may have other rights which may vary from state to state.

(1) **Warranty Coverage:** Our flooring products are warranted to be free from defects in manufacturing, lamination, and milling, are structurally sound for ordinary usage during normal moisture changes, and are protected by a quality finish that will not completely wear through the wear layer, or separate from the underlying flooring during the applicable Warranty Periods.

(2) **Warranty Periods:** Warranty Periods calculated from the date of purchase as follows: (a) Twenty-five (25) years for defects in manufacturing, lamination, and milling; (b) Fifteen (15) years on defects in finish for flooring installed in residential locations and exposed to ordinary household usage; (c) Five (5) years on defects in finish for any flooring exposed to any usage other than ordinary residential or household usage, including for example any flooring installed in a commercial location.

(3) **Disclaimer of Implied Warranties:** The terms of this Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and, to the full extent permissible by applicable state and federal laws, We specifically DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INFRINGEMENT, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to You.

(4) **Warranty Terms & Conditions:** Smith & Fong flooring products must be installed in strict adherence to Our Installation and Maintenance Guide, including installation over a subfloor conforming to Our specifications or published NWFA guidelines. Installed floors must not be exposed to extreme variations in heat, humidity, moisture or dryness (including water saturation caused by wet mopping), or any other sources of extreme moisture, or changes in ambient moisture, humidity, or temperature, including installation over improperly used or functioning radiant floor heating systems or failure to maintain appropriate environmental conditions, including any failure by the HVAC systems to maintain environmental conditions. No Warranty Coverage is provided for ordinary wear and tear, including surface scratches, reduction in the shine of the finish, impact damage, wear and tear from any furniture or equipment installed or used without providing adequate protection to the installed floor, or any damage caused by failure to follow ordinary maintenance procedures, or any other damages caused by spiked heel shoes, pet claws, abrasives, including sand or pebbles, or damage caused by insects. No Warranty Coverage is provided for noises such as popping, clicking, squeaking or crackling. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as variant exposure to sunlight. Any damage caused during shipping is the responsibility of the shipping company and is not covered under this Warranty. Any damage to the installed flooring due to earth movement or settlement of the structure where the floor is installed, as well as any damage caused by natural events or acts of God, is not covered under this Warranty.

(5) **Warranty Claims:** If Our flooring products do not conform to this Warranty, You must notify Smith & Fong in writing at the following address: 394 Bel Marin Keys Blvd. Suite #6 Navato, CA 94949. YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE. You must provide Smith & Fong with a reasonable opportunity to inspect the installed flooring, or to examine the defective or nonconforming flooring, before You undertake any repair, removal, or replacement of the flooring. Your failure to comply with the requirements of this paragraph, including undertaking any alteration or repair that is not previously authorized by Smith & Fong, will void this Warranty.

(6) **Warranty Remedies:** Following notice of any defect in the flooring and receipt of a Warranty Claim, Smith & Fong, at its sole option and discretion, shall repair any nonconforming or defective flooring, or planks of flooring, provide conforming flooring or planks of flooring to replace any nonconforming or defective flooring or planks of flooring, refund the purchase price of the defective flooring or planks of flooring, or refund the percentage of the purchase price for the nonconforming flooring or planks of flooring equal to the percentage of the Warranty Period remaining when You notified Smith & Fong of the defect. In no event shall Smith & Fong be liable for any cost or damages associated with the removal or reinstallation of the flooring, or the cost of moving any fixtures or items of furniture.

(7) **Exclusion of Incidental and Consequential Damages:** THE FOREGOING ARE YOUR EXCLUSIVE REMEDIES UNDER THIS LIMITED WARRANTY. IN NO EVENT SHALL SMITH & FONG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO ARISE UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO ANY DEFECT IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. 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.