



LIMITED WARRANTY

Wood is a natural product and naturally occurring variations and characteristics, such as grain, color, mineral streaks and knots are normal and not covered by Layer 12 Hardwoods (Layer 12) limited warranty. Flooring is susceptible to normal color change due to interior lighting and exposure to sunlight. Layer 12 warrants its products in their original manufactured condition to be free from defects in lamination, assembly, milling and dimension. **The limited warranty applies only if the flooring is properly installed by a licensed flooring contractor strictly in accordance with all installation instructions provided by Layer 12.** This warranty does not cover manufacturing defects in Flooring that has been installed when such defects are visible, or which reasonably could have been discovered by you or your installer prior to installation. You must notify Layer 12 of any such manufacturing defects before installing Flooring. If not properly notified of such visible or readily discoverable defects or issues, Layer 12 shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective Flooring and this warranty shall be voided with respect to such defects. Prior to installation the installer should make certain that the subfloor is properly prepared for flatness and moisture conditions according to the National Wood Flooring Association guidelines. Improper installation of the flooring and/or failure to take appropriate action to maintain the condition and integrity of the flooring shall void Layer 12's limited warranty. The limited warranty is subject to a standard trade allowance of up to a five (5%) percent margin for natural or other imperfections or manufacturing defects, meaning that such imperfections and/or defects are covered by Layer 12's limited warranty only if the imperfections and/or defects exceed five (5%) percent of the total flooring installed. No warranties apply to any product or products designated as off-goods or goods sold "as is".

Layer 12's limited warranty applies only to the original purchaser or original end user, as applicable, and terminates upon the sale or transfer of the property to which the flooring is attached. Layer 12 must be permitted the opportunity to conduct or cause to be conducted any inspections Layer 12 deems reasonable or necessary on all limited warranty related claims, and claimant agrees to allow a reasonable sample of installed flooring to be removed and taken for analysis if so determined to be necessary by Layer 12. Claims will not be considered without such samples when required by Layer 12.

Layer 12 must be notified in writing of any manufacturing defects or other issues before installing flooring. If not properly notified of such visible or readily discoverable defects or other issues, Layer 12 shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective flooring and this limited warranty shall be voided ab initio.

With respect to an abrasion resistant coating applied by Layer 12, Layer 12 warrants to the original end user that for a period of time which is the lesser of ten (10) years (residential) and two (2) years (commercial) from the date of the application of the abrasion resistant coating by Layer 12 or so long as the original owner of the residence in which the flooring is installed, the coating will not separate from the wood or other medium to which the coating is applied and that the coating will not wear through to the wood or other medium to which the coating is applied. With respect to both an abrasion resistant coating and a non-abrasion resistant coating, Layer 12 warrants to its customer that Layer 12 will apply the coating to the wood or other medium supplied by the customer in accordance with the specification sheet agreed upon by Layer 12 and the customer for the job in question.

Flooring finished with natural oils require different maintenance products and procedures than flooring finished with urethan or UV cured oils. Natural oil finishes are more susceptible to stains in kitchen areas where oily foods or water may come in contact with the floor. Such stains will be more visible in the lighter color planks but will tend to fade with time and proper maintenance. These markings are to be expected and are not covered by limited warranty.

Some minor contraction and expansion may occur. Changes in the product due to the natural properties of the wood and natural changes caused by normal environmental conditions are not covered by the limited warranty. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes or under normal environmental conditions.

EXCLUSIONS FROM LIMITED WARRANTY

Layer 12's limited warranty does include or cover any of the following: Minor separations between boards due to normal expansion and contraction that wood floors may experience based on weather conditions, environmental conditions or other outside forces; cupping, delaminating, crowning, gapping, cracking, splitting or checking that become visible due to excessive moisture, lack of moisture, low humidity, deficiencies related to subfloor/floor assemblies, improper subfloor

preparation or other site conditions; subfloor preparation materials and fasteners, uneven subfloor surfaces, floor deflection or voids in the subfloor, damage caused by improper or incorrect use or application of any product on the flooring; damage caused by the use of oil soaps, liquid or paste wax products or other household cleaners that are not recommended maintenance products; any noise and/or sound issues related to the flooring (e.g., squeaking, creaking, popping or hollow sounds); naturally occurring elements of wood flooring, including, but not limited to, variations in color, grain, mineral deposit, open or closed knots, pits, worm holes, splits/checks, splintering, shake, unfilled grain, other visual or natural imperfections, or other characteristics resulting from true craftsmanship or hand-scraping, wire brushing or distressing; manufacturing defects in flooring when such defects were visible or which reasonably could have been discovered by the end user or the installer prior to installation; defects and damages caused by man-made or natural disasters including but not limited to, leaking or broken plumbing, fire, flood, earthquake or standing water during and after installation; non Layer 12 applied finishing including, but not limited to, third party refinishing; flooring subjected to environments that fall outside of 35% through 55% interior relative humidity; staining or marring of natural oiled products as a result of spills or leaks; variances in grain or color found between samples or photographs supplied by dealers or variances in grain or color between samples and flooring actually received by end; normal wear and tear, indentations, scratches or other damage caused by negligence, or damage from any of the following causes: abrasives, water, spiked heel shoes, pebbles, misuse, abuse, pets, accidents, natural wood discoloration, changes in color due to sunlight exposure, stains from oily foods, improper maintenance, insufficient damage protection in kitchen workstations and underneath furniture and appliances, bumps and/or dimples created by nailing machines, cleats or staples, casters, falling or dropped objects, improper protection during the construction process when moving heavy objects or during times of heavy traffic, extreme environmental conditions, excessive humidity or moisture, extreme sunlight, alterations to original flooring, failure to follow recommended wood floor care, vacuuming, wet mopping (including steam cleaning), erosion, insects and/or sand abuse.

LIMITS OF THE LIMITED WARRANTY

This limited warranty is in lieu of all other representation, agreements, conditions or warranties of any kind or nature, expressed or implied, including without limitation, any warranty of merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or limited warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. No distributor, installer, dealer, agent, salesperson or Layer 12 sales representative is authorized to increase, decrease or otherwise change the terms of this limited warranty.

LIMITS ON DAMAGE

IN NO EVENT SHALL LAYER 12 BE LIABLE TO END USER OR TO ANY OTHER PERSON, PARTY OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, SPECULATIVE, INCIDENTAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE MANUFACTURE OR PERFORMANCE OF THE FLOORING. LAYER 12 SHALL BE LIABLE ONLY FOR ACTUAL DAMAGES WHICH IN NO CIRCUMSTANCE SHALL EXCEED THE PURCHASE PRICE FOR THE FLOORING RECEIVED BY LAYER 12 FROM THE ORIGINAL PURCHASER OF THE FLOORING.

WHAT LAYER 12 WILL DO

Layer 12 will, at its option, as the sole and exclusive remedies for a breach of Layer 12's limited warranty, either repair and/or replace the flooring which is defective or credit for the portion of the purchase price attributable to the flooring which is defective and will, in Layer 12's sole discretion, either provide the labor necessary to repair or replace such defective flooring or credit reasonable labor and associated shipping charges, in an amount determined to be reasonable in the sole discretion of Layer 12. Layer 12 does not warrant or represent that any repaired or replaced flooring will match the original flooring in terms of color, tone, pattern or other natural characteristics of wood.

GOVERNING LAW AND VENUE

The limited warranty shall be interpreted in accordance with the laws of the State of Texas and venue for all purposes shall lie exclusively in Harris County, Texas. If any provision of the limited warranty is found to be unenforceable the remaining provisions will remain in full force and effect.